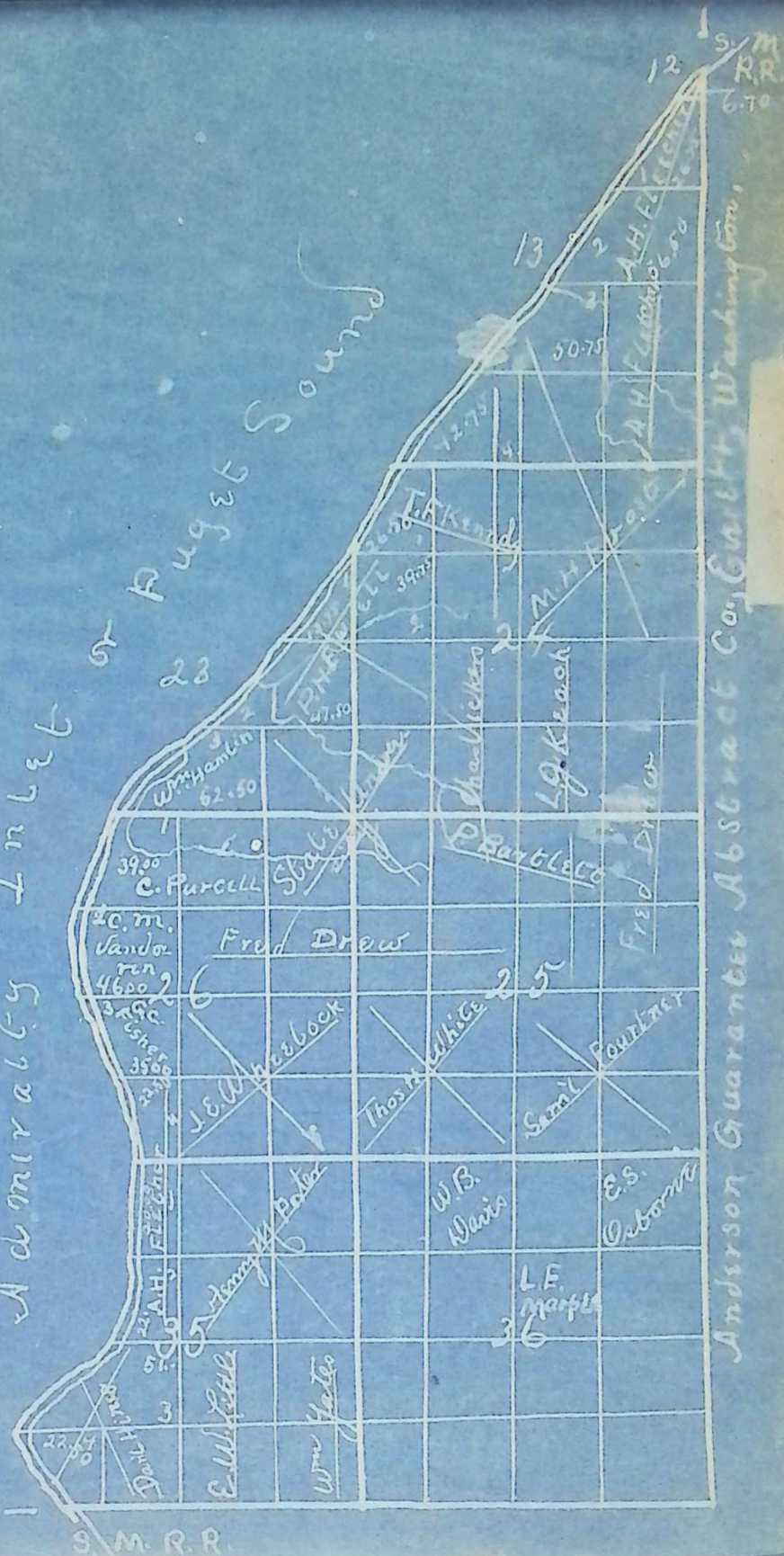


A b s t r a c t o f T i

t o

A tract of land, described as fol
a corner on the West boundary line of
(now the Great Northern Railway) whe
boundary line of Lot Two (2), Sect

Admiralty Inlet of Puget Sound



Anderson Guaranty Abstract Co., Everett, Washington.

Inst No. ✓

Office No, 528.

United States.

to

Pleasant H. Ewell.

Patent.

Certificate No. 337.

Dated Oct. 10, 1880.

Filed Nov. 9, 1881, 10 A.M.

Vol. 3 Deeds, page 683.

Grants: Lots 1 and 2, of Sec. 23, and Lot 2, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E., containing 140.75 acres, in Olympia Land District, in Washington Territory, subject to any vested and accrued water, mining, agricultural and other right as provided by law.

By the President, Andrew Johnson.

By E. D. Neil, Secretary.

(Seal of the General Land Office).

Recorded Vol. 2, page 38.

N. Granger.

Recorder General Land Office.

✓

Inst No. 3

Office No. 42.

P. H. Ewell, and Sarah T.
Ewell, his wife.

to

Moris E. Frost, Jacob D.
Fowler and Natt B. Fowler.

Warranty Deed.

Dated Ech. 25, 1870.

Filed May 10, 1870.

Vol. A Deeds, page 197.

Con. \$200.

First party grants, bargains, sells and conveys unto second party, heirs and assigns lands in Snohomish County, Washington Territory, described as:-

Lots 1 and 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E., containing 140.75 acres.

Covenants of general warranty.

Ack. April 25, 1870, before H. A. Johnson, Justice of the Peace for Marion County, Oregon.

Sarah T. Ewell examined separately.

Rev. 50¢.

Inst. No. 4

Office No. 455.

P. H. Ewell, and Sarah
T. Ewell, his wife.

to
Morris H. Frost, Jacob
D. Fowler, Natt B. Fowler.

Warranty Deed.

Dated March 25, 1870.

Filed Feb. 5, 1889, 8.40 P.M.

Vol. 7 Deeds, page 513.

Con. \$200.

First party bargains, sells and conveys unto second party,
heirs and assigns lands in Snohomish County, Washington Territory,
described as:-

Lots 1 and 2 of Section 23; Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24,
Twp. 27 N R 3 E, :

Covenants of general warranty.

Ack. April 25, 1870 before H. A. Johnson, Justice of the
Peace in and for Marion County, Oregon.

Wife acknowledged separately.

Certificate of Magistracy by F. J. Babcock, Clerk of the County
Court of Marion County, Oregon.

(Seal).

Dated Feb. 1, 1889.

Rev. 50¢.

4

Inst. No. 5

Office No. 243.

George Brackett.

Affidavit.

To

Filed Mch. 31, 1908, 8.13 a m.

The Public.

Vol. 28, Misc. page 300.

Affiant deposes and says: that he is the same George Brackett who originally platted the townsite of the town and city of Edmonds; that Joseph McCarty, described in deeds recorded on page 453 of Vol. 1, and on page 530 of Vol. 1, of the deed records of Snohomish County, Washington, was a bachelor at all times and dates mentioned in said deeds.

That Pleasant E. Ewell who obtained title to the said townsite by patent recorded in Vol. 3 of Deeds page 683, of the said records, is the same person as P. H. Ewell, who conveyed the land therein described by deeds recorded in Vol. "A" of Deeds page 197 and in Vol. 7 of Deeds, page 513 said records.

That Jacob D. Fowler who is one of the grantees in those certain deeds recorded on page 197 of Vol. "A" and page 153 of Vol. 7 of deeds, is the same person as J. D. Fowler, who conveyed certain lands by deed recorded on page 529 of Vol. 1 of deeds records of said County.

That James H. Gephart, described as grantor in the deed records on page 337 of Vol. 40 of Deeds, records of said County, and in the deed recorded on page 276 of Vol. 56 of deeds of said county and who is described as grantor in that certain deed recorded on page 592 of Vol. 52 of Deeds, was at all the dates mentioned in said deeds a bachelor, single and unmarried.

Subscribed and sworn to Mch. 24, 1908, before Zophar Howell 3rd., a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Oct. 29, 1910)

5

Inst.No. 6

Office No. 62.

IN THE PROBATE COURT OF SNOHOMISH COUNTY WASHINGTON TERRITORY.

In the Matter of the Estate
of
Natt E. Fowler, Deceased.

No. OS 10.

(All the papers and files in the above entitled Estate have been either lost, misplaced or stolen, and as a consequence the records of the Clerk's office of Snohomish County, Washington are deficient in this matter even including the Probate Journal and Record Books 1 and 1A, which were used in transcribing the orders and decrees by the Court at that time).

ANDERSON GUARANTEE ABSTRACT CO.

*The following case was returned to Court
house Oct 1909.*

7. IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate)
of) Case No. O. S. 10.
Nat B. Fowler, Deceased.)

LETTERS OF ADMINISTRATION: Filed May 6, 1873; M. H. Frost is hereby appointed administrator of the estate of Nat B. Fowler, deceased.

Witness E. C. Ferguson, Clerk of the Probate Court of The County of Snohomish with the seal of the Court affixed the 6th day of May, A. D. 1873.

By Order of the Court.

E. C. Ferguson, Clerk.

(Seal of Probate Court).

(Properly verified).

(ADMINISTRATORS BOND: Filed May 6, 1873; in the sum of \$2000.00 and signed by Morris H. Frost, C. D. Smith and James Long).

(INVENTORY: Filed June 13, 1873; George Thompson, Daniel Hines and Henry C. Vining, appointed Appraisers of said estate. "The equal and undivided one third of one hundred and forty eight acres at (\$2.50) Two Dollars and fifty cts. per acre

One Ballard Breech loading rifle	\$123.66
One Double barrell fowling piece	\$18.00
One Trunk	\$20.00
	\$ 3.00
	<u>\$164.66</u>

The above appraisement is returned to me.

M. H. Frost, Administrator".

PETITION OF M. H. FROST FOR SALE OF PROPERTY: Filed Apr. 13, 1874; The undersigned administrator of the estate of Matt B. Fowler late of Snohomish County, would respectfully represent that there will not be sufficient means arising from the sale of personal property belonging to said estate, to pay expenses of administration and to pay for the land clame of said estate lying in Sec. 15 T 27 N R 6 E when the time comes for so doing which will be in August next ensuing. I would therefore respectfully petition the Honorable Court for an order to sell that portion of real estate lying in Sec. 23, T 27 N R 3 E containing 48 acres or thereabouts the same bein the equal and indevided one third of the tracts known as the Ewell Clame and your petitioner as in duty bound will ever pray.

Mukilteo March 23, 1874.

Morris H. Frost.

PETITION OF M. H. FROST FOR EXTENSION OF TIME: Filed May 5, 1874; The undersigned administrator of the estate Matt B. Fowler, late of said County would respectfully petition the Hon. Court for an extension of time in order to close up the administration affairs of said estate and would also petition your Honor for an order to sell and dispose of so much of said estate real and personal as may be necessary to meete the liabilities there of and to defay the expenses of proving up and paying for the land claim of said Matt B. Fowler in Section 15 T 27 N. R. 6 E at the land office at Olympia,

when the time shall arrive for such proving.

And your petitioner will ever pray.

M. H. Frost, Administrator

AMOUNT OF PROPERTY SOLD AS PER ORDERS OF PROBATE COURT:

Filed -----; Amount of property sold at auction by order of the Hon. Probate Court of Snohomish County, Sept. 1st, 1874 at Mukilteo according to publication.

By ---- The equal and undivided one third of 141 acres of land in Sections 23 and 24 T 27 N R 3 E being 47 acres at \$3.00 per acre Sold to Jos. McCarty highest bidder \$141.

One double barrel fowlin piece sold to Jacob D. Fowler, highest Bidder \$20.

One Ballard Breech loding rifle J. D. F. \$10.

One traveling trunk J. D. Fowler \$ 3.

Total \$174.00.

By 14 Tons and 300 lbs of hay at qualeo farm, sold at private sale by order of Court to B. F. Streach at \$11.00 per ton. \$155.65.

Total. - - - - \$329.65

AFFIDAVIT OF PUBLICATION: Filed -----,
Territory of Washington)

ss

County of King)

S. L. Maxwell, being duly sworn, says that he is the Printer and Publisher of the WEEKLY INTELLIGENCER, a weekly newspaper, published in the City of Seattle, County and Territory aforesaid, and that the Notice of the Estate of Nat B. Fowler, Deceased of which the annexed is a true copy, has been published in said newspaper weekly for five successive weeks, commencing on the 30th day of May, A. D. 1874, and ending on the 27th day of June, A. D. 1874.

S. A. Maxwell.

Subscribed and sworn to before me this 7th day of July, A. D. 1874.

S. J. Combs, Notary Public.

IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate of
Nat B. Fowler, Deceased.

It appearing to the said Court by the petition this day presented and filed by M. H. Frost, the administrator of the estate of Nat. B. Fowler, deceased, praying for an order of sale of real estate, to-wit: The undivided one-third of Lots No. 1 and 2 in Sec. 23 and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24 in Township No. 27 north of Range No. 3 East, containing 141 acres, more or less, that it is necessary to sell said real estate, to pay the outstanding debts against the deceased.

It is ordered that all persons interested in the estate of ~~said deceased~~, appear before the said Probate Court on MONDAY the 6th day of July, A. D. 1874, at 11 o'clock A.M. to show cause, if any they have, why an order should not be granted to said Administrator, to sell the said real estate.

And, it is further ordered that a copy of this order be published, at least, four successive weeks in the INTELLIGENCER, a weekly newspaper published at Seattle, King County, W. T.

Dated May 5, 1874.

Royal Haskel, Probate Judge.

Snohomish County, ss:

I, E. C. Ferguson, Clerk of the Probate Court of Snohomish

No. O. S. 10 -----3.

County, do hereby certify that the foregoing is a true copy of an order duly made and entered upon the minutes of said Probate Court.

Witness my hand and the seal of said Court, this 20th day of May A. D. 1874, (Seal).

E. C. Ferguson, Clerk.

my30-4w.

AFFIDAVIT OF ADMINISTRATOR FOR APPRAISERS: Filed -----; A return of the appraisers appointed by this court to appraise the property of Nat B. Fowler, deceased, having been made to this Court upon the 10th day of May 1873.

Now comes M. H. Frost administrator of said estate and under oath says that there is still further estate to be appraised, situate in another part of the County and in order to save expenses I ask that other appraisers be appointed to appraise said further estate.

M. H. Frost, administrator.

ORDER TO ADVERTISE AND SELL THE ESTATE OF NATT B. FOWLER AS THE LAW DIRECTS: Filed-----.

RETURN OF SALE OF REAL ESTATE: Filed Sep. 20, 1874; The equal and undivided one third of 140 75-100 acres of land, known and described as follows:

Lots 1 and 2 in S 23 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of S 24 T 27 N of R 3 E sold to Joseph McCarty for Three dollars per acre amounting to

1 Double Barrel fowling piece	\$ 20.00
1 Ballard Breech Loading rifle	\$ 10.00
1 Travelling trunk	\$ 3.00
	\$174.00.

14 tons and 300 lbs Hay sold to B. F. Streach at private sale for \$11 per ton at the barn on the premises at Qualeo \$155.65.
\$327.65.

M. H. Frost, Administrator of the estate of Natt B. Fowler upon his oath says that the above is a true account of property sold by him and the amount obtained therefor Sept. 1st, 1874.

M. H. Frost.

ORDER CONFIRMING SALE OF REAL ESTATE: Filed Oct. 27, 1874; An order having been made by this Court on the 6th day of July A. D. 1874 authorizing M. H. Frost the Administrator of the estate of Nat B. Fowler deceased to sell certain real estate belonging to said estate and afterwards to-wit on the 26th day of October A. D. 1874 said day being a day of a regular term thereof said administrator having made to this court and filed in the office of the Clerk thereof a return of his proceedings under the said order of sale and duly returned to this court an account of sales and this court having examined the said return and it appearing to the satisfaction of this court that in pursuance of said Order of sale said administrator caused notice of the time and place of holding such sale to be posted as the law directs.

That at the time and place of holding such sale specified in said notice to-wit on the 1st day of September A. D. 1874 between the hour of Nine o'clock in the Morning and the setting of the sun of the same day to-wit at one o'clock in the town of Mukilteo,

Snohomish County, Washington, he sold in one parcel at public auction to the highest bidder upon the following terms to-wit for cash gold coin and subject to confirmation by this court the whole of the real estate described in said Order of sale and in said Notice to-wit: All that certain lot piece or parcel of land situate lying and being in said County of Snohomish, Washington Territory and described as follows to-wit. The undivided one third of Lots One (1) and Two (2) in Section twenty three (23) and the Southwest quarter of Northwest quarter and Northwest quarter of southwest quarter of section twenty four (24) in Township number twenty seven (27) north of range numbered three (3) east containing 141 acres, more or less.

That at such sale Joseph McCarty became the purchaser of said real estate for the sum of One Hundred and forty one (141) dollars gold coin, he being the highest and best bidder and said sum being the highest and best sum bid.

That the said sale was legally made and fairly conducted that the sum bid is not disproportionate to the value of the property sold and that a sum exceeding such bid at least ten per cent exclusive of the expense of a new sale cannot be obtained.

And that the said administrator in all things proceeded and conducted and managed said sale as by the statute in such case made and provided.

And no person interested in said estate or otherwise having filed or made any objection to the confirmation of said sale and no good reason appearing to this Court why the said sale should not be confirmed.

It is hereby Ordered adjourned and decreed that the said sale be and the same is hereby confirmed and approved and declared valid.

And the proper and legal conveyances of said real estate are hereby directed to be executed to said purchaser.

Dated October 26th, 1874.

R. Haskell, Probate Judge.

ORDER FOR SALE OF PERSONAL PROPERTY: Filed -----; Application having been made to the Judge of this Court by the petition in writing of M. H. Frost the Administrator of the Estate of Nat B. Fowler deceased, filed on the 5th day of Mar. A. D. 1874 for an Order to sell the personal property belonging to said estate and it appearing to the satisfaction of this court that it is necessary to sell the personal property belonging to said estate, it is hereby Ordered, adjudged and decreed that the said administrator sell all the personal property belonging to said estate at private sale and for the highest prices he can get. And it is further ordered that the said Administrator return to this court an account of sales verified by his affidavit.

Witness Hon. Royal Haskell Judge of the said Probate Court this 20th day of May, A. D. 1874.

Attest my hand and the seal of said Court the day and year last above written.

E. C. Ferguson, Clerk.

PETITION OF MORRIS H. FROST AND OTHERS FOR LETTERS OF ADMINISTRATION ON THE ESTATE OF NATHANIEL B. FOWLER: Filed May 6, 1873. To the Hon. Royal Haskell, Judge of the Probate Court of Snohomish

10

County, Washington Territory.

Your petitioners Morris H. Frost and others, respectfully showeth that Nathaniel B. Fowler a resident of Mukilteo in the County aforesaid died on the twenty ninth day of January, 1873, intestate, leaving estate in said county of Snohomish real and personal. That he was a single man, having heirs living in the State of New York, Vermont and California, and Washington Territory, as will more fully appear in the affidavit hereunto annexed, that his property consists of real and personal estate, worth about the sum of One Thousand Dollars \$1000.00 and that the same is subject to administration, that due diligence has been used and search made and no testamentary documents having been found, it is believed that he died without a will, your petitioners therefore pray your Honour to appoint Morris H. Frost administrator of the said estate of Nathaniel B. Fowler.

Mukilteo May 2, 1873.

Morris H. Frost, H. C. Vinning, J. D. Fowler.

Morris H. Frost of Mukilteo, Snohomish County, the person named in the above petition for administrator on the estate of Natt B. Fowler on his oath saith. That from knowledge obtained of Jacob D. Fowler one of the heirs the estate and Brother of the said Natt B. Fowler that the brothers and sisters of Natt B. Fowler and heirs direct of his estate live in the following to-wit: Jacob D. Fowler at Mukilteo, Snohomish County, Wash. Try. Mrs. Jane Hosmer at San Francisco, California, Mrs. Phoebe V. Cornell, at New York City, George P. Fowler at Hyde Park, Dutchess County, New York, Mrs. Hattie M. Marshall at Poughkeepsie, Dutchess County, New York, Mrs. J. W. Heevmans at Salt Point, Dutchess County, New York, and H. K. Fowler at Manchester, Vermont.

Subscribed and sworn to before me this 2nd day of May, A. D. 1873.

H. C. Vining.

Notary Public, Washington Ter.

CITATION: Filed -----; The People of the United States C-o M. H. Frost, Greeting. By order of this Court you are hereby cited and required to appear before the Judge of this Court at the Court room thereof at Snohomish City, Washington Territory on Monday the 27th day of April, A. D. 1874, at 11 o'clock in the forenoon of that day then and there to show cause if any you have why you have not made any report or showing to this court in relation to the above named estate.

Witness the Hon. Royal Haskell Judge of our Probate Court in and for the County of Snohomish, Territory of Washington with the seal of said court affixed this 16th day of March A. D. 1874.

E. C. Ferguson, Clerk.

APPRAISEMENT OF THE ESTATE OF NATT B. FOWLER: Filed Apr. 25, 1874; 1873 property at qualio, \$751.; 47 acres of land being 1-3 of the P. H. Ewell Tract T. 27 N.R.3 East, Sec. 23 and 24, appraised at \$2.50 per acre, \$117.; Property at Mukilteo ---; 1 Ballard rifle, \$18.; 1 Double Barrel Fowling piece, \$20.; 1 Travelling trunk, \$3.00; Total appraisement \$908.00.

Mukilteo April 26, 1874.

M. H. Frost, Administrator.

1 D 226 - 2.

On the 6th day of July 1874, being the day set, the court after due consideration, decreed that as there was no objections in writing or otherwise to an order being granted to the administrator, M. N. Frost to sell the property of N. B. Fowler, dec'd, and no person appearing to show cause why such order should not be made, the court ordered that the administrator M. N. Frost, proceed to sell all the property of said deceased according to law, and make due return of such sale to the Court.

Signed, R. Haskell, Probate Judge.

On the 26th day of Oct. 1874 the Court confirmed the sale of said real estate, the said administrator having made to the court and filed in the office of the Clerk thereof, a return of his proceedings under said order of sale and duly returned to said Court an account of the sales; the court having examined the same, and it also appeared to the court that said administrator caused notice to be published as to time and place of holding such sale as required by law:

That at the time for holding such sale specified in said notice, to-wit: Sept. 1, 1874, between the hours of 9 o'clock and 1 o'clock p.m. in the town of Mukilteo, Snohomish County, Washington Territory said administrator sold at public auction to the highest and best bidder for cash, gold coin of the U. S. the real estate specified in said order and notice of sale as per above deed; that at such sale Joseph McCarty became the purchaser of said real estate for the sum of \$141. being the highest and best bidder; that said sale was legally made and fairly conducted; that said bid was not disproportionate to the value of the property sold; that said administrator proceeded in all things and conducted said sale as by the statutes in such cases made and provided; and no person having filed or made any objection to the confirmation of said sale, and no good reason appearing to this Court why said sale should not be confirmed it was decreed that said sale be confirmed and declared valid; and that proper legal conveyance of said real estate are hereby directed to be executed to said purchaser.

Dated Oct. 26, 1874.

R. Haskell, Probate Judge.

Inst. No. 9

Office No. 269.

Joseph McCarty.

Warranty Deed.

To

Dated Jan. 30, 1875.

Maurice H. Frost.

Filed May 31, 1875 - --.

Vol. 1, Deeds, page 530.

Con. §141.

First party grants, bargains, sells, and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

The undivided one third interest in and to Lots 1 and 2, in Sec. 23 and $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E. W. M. containing 141 acres, more or less.

Covenants of general warranty.

Ack. Jan. 30, 1875, before A. Mackintosh, a Notary Public in and for King County, Washington Territory. (Seal)

Inst. No. 10

Office No. 121.

Milton Densmore.
to
The Public

Affidavit.
Filed Sept. 4, 1890, 1.25 P.M.
Vol. 6 Misc. page 499.

Affiant states that he was well acquainted with Joseph McCarty grantor in a deed recorded in Vol. 1 of Deeds, page 530, records of Snohomish County, Washington and wherein Morris H. Frost was grantee, conveying lands in said County, described as:-

The undivided one third interest in and to Lot 2 of Sec. 23 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E, and that at the time of execution of said deed said Joseph McCarty was a single man.

Subscribed and sworn to Aug. 30, 1890, before N. H. Ames, a Notary Public in and for Washington, residing at Seattle.

(S e a l).

Inst. No. 11

Office No. 268.

J. D. Fowler, and
Mary Fowler, his wife.

Warranty Deed.
Dated Dec. 8, 1874.
Filed May 31, 1875.

To

Vol. 1 Deeds, page 529.
Consideration \$200.

Morris H. Frost.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

An undivided one third interest in and to Lots 1 and 2 in Sec. 23 and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E.

Covenants of general warranty.

Ack. Dec. 9, 1874, before H. C. Vining, a Notary Public in and for Washington Territory, by Jacob D. Fowler and Mary Fowler, his wife. (Seal.) Wife examined separately.

Inst. No. 12

Office No. 326.

Morris H. Frost.

To

Deed.

Dated Nov. 27, 1875.

Filed Feb. 21, 1876, 9 a m.

Vol 1, Deeds, page 632.

Con. \$800.

George Brackett.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

Lots 1 and 2 of Sec. 23, and Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 all in Twp. 27 N of R 3 E. W. T.

Covenants of general warranty against those claiming by, through or under first party only.

Ack. Nov. 27, 1875, before Peter McLaughlin, a Notary Public in and for King County, Washington Territory. (Seal)

On Margin of record is: "Homestead entered Nov. 8, 1881."

Inst. No. 13

Office No. 122.

Angus Mackintosh.

Affidavit.

to

Filed Sept. 4, 1890, 1.25 p.m.

The Public.

Vol. 6 Misc. page 500.

Affiant states that he was well acquainted with Morris H. Frost in his life time and that Morris H. Frost is the same person named in a deed as grantee, recorded in Vol. 1 of Deeds, page 530 records of Snohomish County, Washington, and as grantor in a deed to George Brackett conveying lands in said County described as:-

Lot 2 of Sec. 23, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N. of R. 3 E. W.M. as of record in Vol. 1 of Deeds, page 632 records of said County and said Morris H. Frost was single, as affiant verily believes.

Subscribed and sworn to Aug. 15, 1890, before N. H. Ames a Notary Public in and for Washington, residing at Seattle.

(S E A L).

Inst. No. 14

Office No. 299.

William Brown.

Affidavit.

To

Filed July 11, 1902, 3.30 p m.

The Public.

Vol. 16, Misc. page 505.

Affiant states that he knew personally Morris H. Frost for two and one half years previous to his death which was in 1879, and that said Morris H. Frost was a single man from 1877 untill his death in 1879.

Subscribe- and sworn to July 11, 1902, before W. P. Bell, a Notary Public in and for Washington, residing at Snohomish.

(Seal, Com. Ex. Hch. 16, 1906)

Sheet No. 19

Inst. No. 15

Office No. 61.

David Kellogg.

Affidavit.

To

Filed April 24, 1895, 12.35 p m.

The Public.

Vol. 10, Misc. page 432.

Affiant states that he has known Morris H. Frost since 1863, and that up to the time of his death he never knew of said Morris H. Frost to be a married man or of his having a family.

Subscribed and sworn to Hch. 21, 1895, before C. J. Andruss, a Notary Public in and for Washington, residing at Seattle, (Seal, Com. Ex. Oct. 23, 1895)

Inst. No. 16

Office No. 60.

Arthur A. Denny.

Affidavit.

To

Filed April 24, 1895, 12.35 p m.

The Public.

Vol. 10 Misc. page 432.

Recites that in matter of the title to lands in Snohomish County, Washington, described as:

Beginning at a point 1626 - 10 inches North 75° E from the meander post corner on the beach at Mukilteo, on the 7th Standard Parallel at the Southwest corner of Lot 1, Sec. 33 Twp. 29 N of R 4 E. and running thence as follows: North 15° E to the government meander line on the beach at Mukilteo, thence westerly along said meander line to a point N 15° W from place of beginning, thence south 15° E to place of beginning, same being a portion of Lot 1, Sec. 33 Twp. 29 N of R 4 E.

Affiant states that he has lived in King County, Washington since 1852; that he knew Morris H. Frost grantor of the aforesaid lands continuously since 1854 and up to the time of his death, and that he never knew the said Morris H. Frost to be a married man or a man having a family.

Subscribed and sworn to Mch. 31, 1895, before C. J. Andruss, a Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Ex. Oct. 23, 1895)

21

Inst. No. 17

Office No. 27.

George Brackett.

Affidavit.

To

Filed Aug. 17, 1908, 3.56 p m.

The Public.

Vol. 30, Misc. page 24.

George Brackett, being first duly sworn according to law, deposes and says; that he was personally acquainted with Joseph McCarty, who was the grantee named in an Administrator's Deed, in which Morris H. Frost, as Administrator for the Estate of Mat B. Fowler, Dec'd was the grantor, said deed bearing date of Dec. 29, 1874, recorded in Vol. 1 of Deeds, page 453, records of Snohomish County, Washington, and that affiant well and truly knows that said Joseph McCarty was a single man at the time he was named grantee in the above mentioned Deed.

Subscribed and sworn to Nov. 30, 1907, before Zophar Howell 3rd.
a Notary Public in and for Washington, residing at Edmonds.
(Seal, Com. Ex. Oct. 29, 1910)

22

Inst. No. 18

Office No. 155.

Alexander Spithill.

Affidavit.

To

Filed Oct. 25, 1907, 3.45 p m.

The Public.

Vol. 29, Misc. page 247.

Affiant states; That he has been a resident of the Territory of Washington and of the State of Washington for more than fifty years last past; that he knew personally Morris H. Frost, a resident of the town of Mukilteo in Snohomish County, Washington, and that at the various times while Morris H. Frost resided in said place he was the owner of certain lands in and about the said Town of Mukilteo, and of Edmonds, and that he conveyed the said lands by mistake or inadvertance as Maurice H. Frost, Morrish H. Frost and Morris Frost and that the said Morris H. Frost was the same person who executed the various deeds as shown by the records of Snohomish County, Washington as above indicated, erroneously as Maurice H. Frost Morrish H. Frost and Morris Frost and that the said Morris H. Frost was a widower during the entire time that he resided in the said Territory of Washington and up to and including the day of his death.

Subscribed and sworn to Oct. 24, 1907, before Theodore Anderson, a Notary Public in and for Washington, residing at Everett.
Seal, Com. Ex. Mich. 20, 1910)

23

Inst. No. 19...

In the Superior Court of the State of Washington, in
and for Snohomish County.

William Hulbert, Plaintiff.

No. 991.

-vs-

Verdict.

George Brackett, Defendant.

Filed April 1, 1893.

Vol. 3 Judgments, page 10.

We the jury in the above entitled action, find for the plaintiff,
in the sum of Two Hundred Nineteen and 85/100 Dollars.

J. D. Barnes, Foreman.

Now on this 31st day of March, 1893, upon motion of the plaintiff for judgment upon said verdict, it appeared to the satisfaction of the Court that the time within which a motion for a new trial could be made, has expired and no motion or notice of motion for said new trial has been made or filed herein, and the Court being in all things fully advised in the premises; It is considered, ordered and adjudged that the said action be granted and that the plaintiff have and recover from said defendant the sum of \$219.85 with interest thereon at 10% per annum from the 28th day of March, 1893, and costs and disbursements of this action and let execution issue therefor.

John C. Denney, Judge.

74

Inst. No. 70

Office No. 382.

George Brackett, and Etta

Mortgage.

F. Brackett, his wife.

Dated June 21, 1886.

to

Filed June 21, 1886, 7.30 p.m.

Jane C. Agard.

Vol. 3 Mtgs. page 832.

Mortgages lands in Snohomish County, Washington Territory,
described as:-

Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 and NE $\frac{1}{4}$ of Sec. 24, and Lots
1 and 2 in Sec. 23, Twp. 27 N. R, 3 E. W.M. save and except the
Townsite of Edmonds, of 8 acres, more or less, and being a portion
of Lot 2 Sec. 23, and a portion of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N
of R 3 E.

This mortgage secures the payment of \$1500.

Properly executed.

75

Inst. No. 21

Office No. 164.

Jane C. Agard.

Release.

To

Dated Jan. 19, 1889.

George Brackett, and
Etta E., his wife.

Filed Jan. 21, 1889, 5.30 p m.
Vol. 5, Mtgs. page 240.
Con. \$1500.

Certifies that a mortgage executed by George Brackett and Etta E. Brackett, his wife, to said Jane C. Agard, to secure the payment of \$1500. dated June 21, 1886, recorded in Vol. 5 of Mtgs. page 832, upon the premises therein described as:

Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, and NE $\frac{1}{4}$ of Sec. 24, and Lots 1 and 2 of Sec. 23, all in Twp. 27 N of R 3 E. W. M. excepting the townsite of Edmonds, containing 8 acres, more or less, and being a portion of Lot 2 Sec. 23, and of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E. W. M. situate in Snohomish County, Washington Territory, is fully paid, satisfied and discharged.

Ack. Jan. 21, 1889, before Edmund Bowden, a Notary Public in and for King County, Washington Territory. (Seal.)

Inst. No. 22

Office No. 154.

George Brackett, and
Etta E. Brackett, his wife.
to
Lombard Investment Company.

Mortgage.
Dated Jan. 18, 1889.
Filed Jan. 21, 1889, 5.30 p.m.
Vol. 5 Mtgs. page 241.

Mortgages lands in Snohomish County, Washington Territory,
described as:-

NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$, Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24; Lot 1 and 2
of Sec. 23 all in Twp. 27 N. of R 3 E W.M. excepting the townsite of
Edmonds, containing 6 acres, more or less, and being a portion of
Lot 2 of Sec. 23 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E W.M.
containing in all 372.75 acres.

This mortgage secures the payment of \$5000.

Properly executed.

27

Inst. No. 23

Office No. 85.

Lombard Investment Company, by
its Vice President and Presiding
Member, James L. Lombard.
to

Release.
Dated Nov. 12, 1890.
Filed Nov. 26, 1890, 1.30 p.m.
Vol. 10 Mtgs. page 322.

Geo. Brackett, and wife.

Certifies that a mortgage executed by second party to first party herein to secure the payment of \$5000. dated Jan. 18, 1889, recorded in Vol. 5 of Mtgs. page 241, upon the premises therein described as:-

NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$; Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Lots 1 and 2 of Sec. 23, all in Twp. 27 N of R 3 E W.M. excepting the townsite of Edmonds, situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

In witness whereof the Lombard Investment Company has caused these presents to be hereunto executed by its Vice President and Presiding Member on its behalf and its corporate seal hereunto affixed.

(Corporate Seal).

Ack. Nov. 13, 1890, before Jno. A. Sly, Commissioner of Deeds for Washington, in Jackson County, Mo, by said officers for said corporation.

(S e a l).

24
Inst. No. ____

Office No. 62.

In the Superior Court of the State of Washington
in and for Snohomish County.

Seattle & Montana Railway Company,

Lis Pendens.

Petitioner.

Dated May 8 -----.

-vs-

Filed May 9, 1891, 4.02 p.m.

George Brackett, Etta E. Brackett,

Vol. 18 Deeds, page 70.

his wife, Minneapolis Reality & In-

vestment Company, a corporation, Union

Mill Company, a corporation, Owen, Cain &

McCann, a corporation, Thomas Kennedy,

Milton S. Densmore, and Rosamond A. Dens-

more, his wife, Edmonds Land & Improvement

Company, a corporation, and William A. Brown,

Respondents.

The object of this action is to condemn certain lands for railroad purposes being a strip of land 100 feet wide across Lots 1 and 2 of Sec. 23, and Lots 1 and 2 of Sec. 24 and Lot 4 of Sec. 13 all in Twp. 27 N. of R. 3 E. W.M.

29
Sheet No. ____

25

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON,
IN AND FOR THE COUNTY OF SNOHOMISH.

SEATTLE AND MONTANA RAILWAY COMPANY,

Petitioner.

-VS-

Geo. Brackett and Etta E. Brackett his
wife, Minneapolis realty and
Investment Company, Union Mill Com-
pany, a corporation, Owen, Cain and McCann, a
corporation, Thomas Kennedy, Milton
S. Densmore and Rosamond A.
Densmore, his wife, Edmonds
Land and Improvement Company, a
corporation, William A. Brown.

No. 390.

Respondents.

Petition, filed May 9, 1891, sets forth the description,
of lands described in this abstract and is for the condemnation
of a right of way across said lands;

In the matter of the application and petition of the
Seattle and Montana Railway Company; filed May 9th, 1891.

Affidavit of Sergice; filed May 22, 1891.
Affidavit of Abstractor; filed May 22, 1891.
ORDER summoning a Jury; filed May 22, 1891.

Order Summoning a Jury; Filed -----.

Sheriff's return of Jurors; filed June 5, 1891.

Amended petition; filed June 15, 1891.

No. 390--2.

Motion for Trial; filed June 20, 1891;

Notice of intention to move for new trial; filed June 20, 1891.

Affidavit of Service; filed June 24, 1891.

Notice; Filed June 29, 1891;

Stipulation; filed June 15, 1891;

Verdict; filed June 17, 1891.

Stipulation; filed July 7, 1891;

Petitioner's request to Charge; filed June 17, 1891.

Petition; filed June 16, 1891;

Sheriff's Return; filed -----.

Order Summoning a jury; filed Jan. 18 , 1892;

Motion for new trial; filed Jan. 25, 1892;

Motion; filed Jan. 25, 1892;

Notice of motion for new trial; filed Jan. 25, 1892;

Lease; filed June 16, 1891;

Verdict; filed Jan. 24, 1892;

Order; filed Jan . 26, 1892.

Order summoning a Jury; filed Jan. 13, 1892;

Order; filed Mar. 23, 1892;

Judgment for damages; filed Mar. 23, 1892.

Decree of Appropriation; filed Mar. 23, 1892;

This cause in condemnation proceedings coming on
regularly for trial before the Hon. John C. Denney, Judge of the
above entitled court and a jury on the 19th day of Jan. 1892, and

Sheet No. 31

No. 320----5.

the jury having on the 23rd day of Jan. 1892, ascertained and assessed the amount of damages which will result to the respondents herein by reason of the taking and by reason of the use of the land, real estate, premises and other property sought to be appropriated by said petitioner, the Seattle and Montana Railway Company, and by reason of injuriously affecting the remainder of said land, real estate, premises and other property described in the second amended petition herein and belonging to said respondents, and whatever property was adjacent to said right of way strips sought to be appropriated, and judgment for damages as ascertained and awarded to said respondents by said jury for the taking and use of said right of way strips and for injuriously affecting all other property whatsoever adjacent thereto, having been rendered against said petitioner the Seattle and Montana railway Company, to-wit: the sum of twenty five hundred dollars, and their costs to said respondents George Brackett and Etta E. Brackett, his wife, and all right, title and interest of said respondents and of each of them in and to the hereinafter described strips, pieces or parcels of land having been condemned in this proceedings to and for the use of the petitioner herein, the Seattle and Montana railway Company, and for the uses hereinafter set forth, and the sum of twenty five hundred dollars, awarded by said jury to said respondents as their damage to the land, real estate, premises and other property owned by them by reason of the taking of the strips, pieces, or parcels of land hereinafter described, and by reason of the use thereof, and by reason of injuriously affecting the remainder of their land

32

Sheet no. _____

No. 390-----4.

and real estate and all other property whatsoever belonging to said respondents lying adjacent to or near the right of way of the Seattle and Montana Railway, together with their costs having been paid into the court by said petitioner the Seattle and Montana Railway Company for said respondents;

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that said strips pieces, or parcels of land and real estate hereinafter described be and the same hereby are appropriated to and for the use of the petitioner herein, the Seattle and Montana railway Company for the construction and operation and maintenance of the main line of its railway over and across said hereinafter described land, real estate, premises and other property and for a right of way and other corporate purposes, and that the legal title to said hereinafter described strips, pieces, or parcels of land and real estate, together with the other property thereon, be and the same hereby is vested in said Seattle and Montana Railway Company, the petitioner herein for the purposes aforesaid.

The land, real estate, premises and other property affected by this decree of appropriation are situated in the county of Snohomish and state of Washington, and the strips, pieces or parcels of land sought to be appropriated by this proceeding are described as follows, to-wit :

A strip piece or parcel of land and real estate one hundred feet in width, being 50 feet on each side of the center line of the railway of said company, petitioner, as said center

Sheet, No. 33

No. 390-----5.

line is now located, staked out and established over and across the following described lands, real estate, premises, or other property, to-wit: - Part of lot two, section twenty three, township twenty seven, north of range three east of the W.M.; said center line enters the above mentioned land at a point on the south boundary line of lot two, three hundred sixty feet east of the southwest corner thereof; thence runs in a northeasterly direction in a straight line a distance of ten hundred and twenty feet to a point in the produced south line of block thirteen in the original townsite of Edmonds, said point being sixty feet westerly from the southwest corner of block thirteen; said strip contains two and thirty five hundredths acres, more or less.

Also another strip, piece or parcel of land thirty five feet wide, being fifteen feet on the west and twenty feet on the east side of the center line of the Seattle and Montana Railway, as said center line is now located, staked out and established upon and across part of lot two of section twenty three, township twenty seven north, range three east of the W.M., said center line being described as follows, to-wit: beginning at a point in the produced south line of Block thirteen in the original townsite of Edmonds, sixty feet westerly from the southwest corner of said block thirteen; thence running in a northeasterly course in a straight line a distance of one hundred and twenty feet; thence curving to the left with a radius of fifty seven hundred and thirty feet a

No. 390-----6.

distance of two hundred and forty eight feet to a point in the north line of said Block 13, said point being 12 feet easterly from the northwest corner of said Block 13; said strip of land containing Thirty four hundredths acres, more or less.

Also another strip, piece or parcel of land forty feet wide, being twenty feet on each side of the center line of the Seattle and Montana Railway, as said center line is now located, staked out and established through Block 14, of the original townsite of Edmonds. said center line enters said Block 14 at a point in its south boundary line twenty two feet east of the southwest corner thereof; thence running in a northeasterly direction three hundred and sixty three feet to a point in the north line of Block 14, said point being 53 feet westerly from the northeast corner thereof, measured along said north line of Block 14; said strip of land contains thirty three hundredths, acres, more or less.

Also another strip piece or parcel of land 60 feet wide, being 20 feet on the west and 40 feet on the east side of the center line of the Seattle and Montana Railway as said center line is now located, staked out and established upon and across part of lot 1, section 23, township 27, north of range 3 east W.M., said center line enters said tract on the north line of said Block 14 at a point 53 feet westerly from the northeast corner thereof; thence running in a northeasterly direction three hundred and fifty eight feet to a point in said Lot 1, said point being 358 feet northeasterly from said northeast corner of said Block 14, Said strip of land contains forty nine hundredths, of an Sheet No. 35

No. 390-----7.

acre, more or less, all of the four above described strips, pieces or parcels of land containing in the aggregate, three and fifty one hundredths acres.

Dated Mar. 23, 1892.

E n t e r : John C. Denney, Judge.

Motion; filed July 9th, 1892;

Notice calling up motion; filed July 16, 1892;

Order; filed July 1st, 1892;

orders the Clerk of said Court to pay over to said defendants the amount of the judgment in the above cause, to-wit: \$2500. together with all costs, that are now or that may here after come into his hands as such clerk.

John C. Denney, Judge.

Inst. No. 26

Office No. 81.

In the Superior Court of the State of Washington,
in and for Snohomish County.

Seattle & Montana Railway Company,

Decree of Appropriation.No.390

Petitioners.

Dated Mch. 23, 1892.

-vs-

Filed Mch. 28, 1892, 11.32 a.m

George Brackett and Etta E. Brackett,

Vol. 24 Deeds, page 109.

his wife,

Respondents.

Con. \$2500.

Recites that said cause in condemnation coming on to be heard before the judge of said court and a jury on Jan. 23, 1892 and the jury on said day having ascertained the amount of damages and assessed the same which will result to the respondents herein by reason of the taking and using of the property sought to be appropriated by the petitioner herein and by injuriously affecting the remainder of said property described in the second amended petition herein and belonging to said respondents and judgment for said damages having been rendered against said petitioner in the sum of \$2500 and costs to said respondents and all the right, title and interest of said respondents in and to the hereinafter described strips of land having been condemned to the use of the petitioner herein and the said sum of \$2500 with costs having been paid into this court for the use of said respondents

Now, therefore, it is hereby adjudged that said strips of land be and are hereby appropriated to the use of the petitioner herein for the construction, operation of and maintaining a main line of railway and for other corporate purposes and that the legal title to said strips are hereby vested in said petitioner for said purposes.

The parcels of land appropriated are described as follows; situated in Snohomish County, Washington, to-wit: a strip of land 100 feet wide, being fifty feet on each side of the center line of the railway of said Company as said center line is now located across the following premises:

Part of Lot 2 of Sec. 23, Twp. 27 N. of R. 3 E. W.M. containing 2.35 acres (for a more particular description see record).

Also another strip of land 35 feet wide being 15 feet on the West and 20 feet on the East side of the center line of the Seattle & Montana Railway as said center line is now located across part of Lot 2 of Sec. 23, Twp. 27 N. of R. 3 E. W.M. containing $34/100$ acres of land. (For more full description see record).

Also another strip of land 40 feet wide being 20 feet on each side of the center line of the railway of Seattle & Montana Railway as now located across Block 14 of the original townsite of Edmonds, containing $33/100$ acres. (For full description see record).

Also another strip of land 60 feet wide being 20 feet on the West and 40 feet on the East side of the center line of the Seattle & Montana Railway as said center line is now located across part of Lot 1 of Sec. 23, Twp. 27 N. of R. 3 E. W.M. containing $49/100$ acres.

Appended is certificate of Clerk of said Court to the affect that the above decree is correct copy of decree on record in his office.

27

IN THE SUPERIOR COURT OF SNOHOMISH COUNTY, STATE OF WASHINGTON.

George Brackett, and
Etta E. Brackett, his wife,
Plaintiffs.

-vs-

No. 413.

The Seattle and Montana
Railway Company, a corporation.
Defendants.

C O M P L A I N T :

To the Honorable Henry McBride, Judge of the above
entitled Court:

Plaintiffs complain of the defendants and for cause
of action allege:

I.

That the plaintiffs are husband and wife;

2.

That the defendant is a corporation duly organized, op-
erating and existing under and by virtue of the laws of the State of
Washington.

3.

That the plaintiffs are the owners of and in the possession

No. 413-----2.

of the following described real estate lying and being in the county of Snohomish and State of washing, to-wit:

Lots one and two of section twenty three and lots two of section twenty four all of township twentyseven north of range three east;

4.

That said corporation, the defendants herein has entered upon the above described property in its duly authorized agents, employees and servants, so owned by and in the possession of these plaintiffs, without leave or license from these plaintiffs and against their will, for the purpose of grading a road bed for a rail road track and for side tracks and switches and for depot grounds, upon the said property of these plaintiffs and for the purpose of constructing a rail road thereon and laying down a rail road track and running cars across, over and upon the said land and building depots and other buildings thereon for the use of the said defendant and for the said purposes are now digging up and subverting the said described tracts and are throwing up and building embankments and cutting up and destroying the property of these plaintiffs; and are threatening to and are about to lay down a rail road tract over and across the said property of these plaintiffs;

5.

That said defendant has heretofore to-wit: on the 8th day of May 1891, commenced an action in this court whereby the said defendant seeks to condemn for its use a right of way for the purposes

Sheet No. 40

No. 413----3.

of a rail road, one hundred feet wide over and across the aforesaid lands;

6.

That said action is set down for trial in this court on the 15th day of June 1891; 7.

That on the 3rd day of June 1891, the said defendant commenced a second action against these plaintiffs in this court for the condemnation of depot grounds whereby the defendant seeks to appropriate to its use eight and two tenths acres additional of the property of these plaintiffs out of the said lot two of section twenty three township twentyseven north of range three east;

8.

That the preliminary hearing in said action is set for the 15th day of June in this court;

9.

That the defendant by reason of the acts aforesaid through its servants and employes and duly authorized agents and officers are disturbing the possession of these plaintiffs in their aforesaid property and cutting up the said property with embankments and excavation and depriving these plaintiffs of the use of their said property and doing to the same great and irreparable damage and injury.

10.

That unless a temporary restraining order be issue against the said defendant and its agents and employees great damage and injury will result to these plaintiffs by reason of the premises before the the aforesaid mentioned actions for the condemnation of the said property can be heard;

No. 413-----4.

11.

what the names of the agents, employees and servants of the defendant who are engaged in the performance of the aforesaid acts under the direction of the defendants are to these plaintiffs unknown.

Wherefore the plaintiffs pray the court that a restraining order may issue against the said defendant, its officers, agents, servants and employees enjoining them from entering upon the aforesaid described real estate or any part thereof, and from digging and subverting the soil and from laying down or constructing a rail road thereon and from erecting embankments or making excavations thereon and from grading or plowing or digging thereon and from laying down ties and rails thereon and from building and operating a railroad hereon or on any part thereof.

James M. Gephart.

Frank A. Steele, attorneys for Plaintiffs;

Properly verified;

Filed June 9, 1891.

Affidavit; filed June 9, 1891.

Order; filed June 9, 1891.

Sheriff's return of service; filed June 16, 1891.

By agreement of parties this cause is dismissed at costs of plaintiffs;

Thompson, Erwin & Humphris,
Gephart & Steele.

Thomas Brooke, attorney for defendant. Plaintiffs Attys.

BOND Filed June 9, 1891 ;
Sheet no. 42

78

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON,
THE COUNTY OF SNOHOMISH.

SEATTLE AND MONTANA RAILWAY COMPANY,)

Petitioner,)

-vs-)

No. 417.

GEORGE BRACKETT AND ETTA E. BRACKETT,)

HIS WIFE. - Respondents.)

PETITION: Filed ----- ; To the Hon. John C. Denney, Judge
of the above entitled Court:- Seattle and Montana Railway Company
would allege and respectfully represent to your Honor;

To the Seattle and Montana Company is a railway corporation,
duly incorporated and existing under and by virtue of the laws of
the State of Washington, the whole amount of its capital stock has
been subscribed; that by virtue of the laws of the State of Wash-
ington, as such corporation, it is authorized to appropriate land,
real estate, premises and other property, for a right-of-way, side
tracks, depots, water-stations, and for other corporate purposes or
uses; that said Railway Corporation is engaged in the construction
of a railway extending from a point on Puget Sound at or near the
City of Seattle, King County, Washington, in a general easterly
direction to the eastern boundary line of the said State of Washing-
ton; that in the construction and operation of said railway, it is

No. 417-----2.

necessary for the said Railway Company to have two pieces of ground on which to erect a depot for the accommodation of the traffic between the Seattle and Montana Railway Company and the public and for other corporate purposes, the lands, real estate, premises or other property so sought to be occupied and appropriated by said Company for said purposes and objects aforesaid, are described as follows, to-wit: A strip of land in lot Two (2) of Section twenty-three (23) Township twenty-seven (27) North of Range three (3) East, being more particularly described as follows to-wit: Beginning at a point in the south line of said lot two (2) one hundred and thirty-three (133) feet easterly along said south line from the center line of the Seattle and Montana Railway as the said center line is now located and graded in a northeasterly direction in a straight line parallel to the center line of the said Seattle and Montana Railway nine hundred and fifty four (954) feet to a point in the south line of Block thirteen (13) of the town of Edmonds; thence along the south line of said block thirteen (13) produced in a westerly direction fifty-one (51) feet; thence in a southwesterly direction parallel to the said center line of the Seattle and Montana Railway to a point in the south line of said lot two (2); thence East along said south line to the place of beginning. Said strip of land contains one and one tenth (1.1) acres, more or less. Also another strip of land in lot two (2) of Section twenty-three (23), Township twenty seven (27) North of Range three (3), East being more particularly described as follows to-wit: Beginning at a point in the south line of said lot two (2) one hundred and thirty-three (133) feet easterly along said south line from the center line of the Seattle and Montana Railway as the said center line is now located and graded in a northeasterly direction in a straight line parallel to the center line of the said Seattle and Montana Railway nine hundred and fifty four (954) feet to a point in the south line of Block thirteen (13) of the town of Edmonds; thence along the south line of said block thirteen (13) produced in a westerly direction fifty-one (51) feet; thence in a southwesterly direction parallel to the said center line of the Seattle and Montana Railway to a point in the south line of said lot two (2); thence East along said south line to the place of beginning. Said strip of land contains one and one tenth (1.1) acres, more or less.

Sheet No. 44

No. 417-----3.

ribed as follows, to-wit:- Beginning at a point in the south line of said lot 2 two hundred and sixty-five (265) feet westerly along said South line from the center line of the Seattle and Montana Railway as the said center line is now located and graded; thence in a Northeasterly direction parallel to the said center line eleven hundred and fifty four (1154) feet to a point in the south line of block thirteen (13) of the town of Edmonds produced thence easterly along the south line of said block thirteen (13) one hundred and fifty three and five tenths feet (153.5); thence in a southwesterly direction parallel to the center line of the said Seattle and Montana Railway to a point in the South line of the said lot two (2) of section twenty-three (23); thence west along said South line to the place of beginning. Said strip of land contains three and nine tenths (3.9) acres, more or less.

All of the above described property being situated in the County of Snohomish, and the State of Washington, and the name of each and every owner, tenant, incumbrancer or other person interested in the said real estate, premises and other property, or any part thereof, so far as the same can be ascertained from the public records, is as follows: to-wit:

George Brackett, and

Etta E. Brackett, his wife.

That the objects for which the land, real estate, premises and other property aforesaid sought to be appropriated are for depot ground and for other corporate purposes. (The remainder of this petition relates to the right of the petitioner to condemn said premises

45

No. 417-----4.

For railroad purposes -----Note; by Abstractor).

NOTICE: Filed June 13th, 1891.

ORDER: Filed June 11, 1892; Dismissing Proceedings. Upon reading and filing the annexed affidavit of Andrew Woods, Esq., one of the attorneys of the petitioner, herein and upon all of the files and records of this proceeding in this court, and after due deliberation had,

Now, on motion of Messrs. Burke, Shepard & Wood, the attorneys of the petitioner herein,

IT IS ORDERED that the above entitled proceedings be and the same is hereby dismissed at the petitioner's costs.

Dated at Snohomish, Washington, June 11th, 1892.

John C. Denney, Judge.

AFFIDAVIT: Filed June 11th, 1892; Andrew Woods, being duly sworn says; that he is one of the attorneys of the petitioner in this proceeding; that the petition and notice herein were filed in the office of the Clerk of the above named court in this proceeding on the 13th day of June, 1891; that since the filing of said notice and petition no further proceeding has ever been taken in the matter of condemning the piece of land described in the notice and petition; that no preliminary hearing, as this deponent is informed and believes, was ever had in this proceeding; that the respondents have never appeared in said proceeding either in person or by attorney.

Andrew Woods.

Dated this 9th day of June, 1892.

Herbert B. Huntley, Notary Public.

29
Inst. No. _____

Office No. 337.

George Brackett, and
Etta E. Brackett, his wife.

Special Warranty Deed.

Dated Mich. 9, 1897.

To

Filed Mich. 11, 1897, 9.15 a.m.

James M. Cephart.

Vol. 40, Deeds, page 337.

Con. \$1200.

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Lots 1 to 6 in Block 13; Lots 1 to 6 in Block 14 of the original plat of Edmonds; and all right, title and interest in and to the side lands in front thereof, excepting from this conveyance the right of way of the Great Northern Railroad. And also Commence at the Southwest corner of George Street and Third Street in the town of Edmonds, thence southerly along the west line of Third street 367 feet, thence westerly along the line between the lands of George Brackett and Hamlin to the meander line, thence northerly on the meander line to a point where said line is intersected by the South line of George street produced, thence easterly along the south line of George Street to the place of beginning, being a part of the SW $\frac{1}{4}$ of sec. 25 Twp. 27 N of R 3 E. W. 11.

Also Lot 5 of Block 2 and Lot 9 of Block 11 of the original town of Edmonds.

Covenants of general warranty against those claiming by, through or under grantors only.

Ask. Mich. 9, 1897, before George E. Aust, a Notary Public in and for Washington in and King County, residing at Seattle. (Seal, Com. Ex. Mich. 27, 1899)

Sheet No. 47

No. 30
Inst. No. 30

Office No. 29.

Frank R. Van Tuyl.

- vs -

George Brackett and Etta E
Brackett.

Execution. No. 18093.

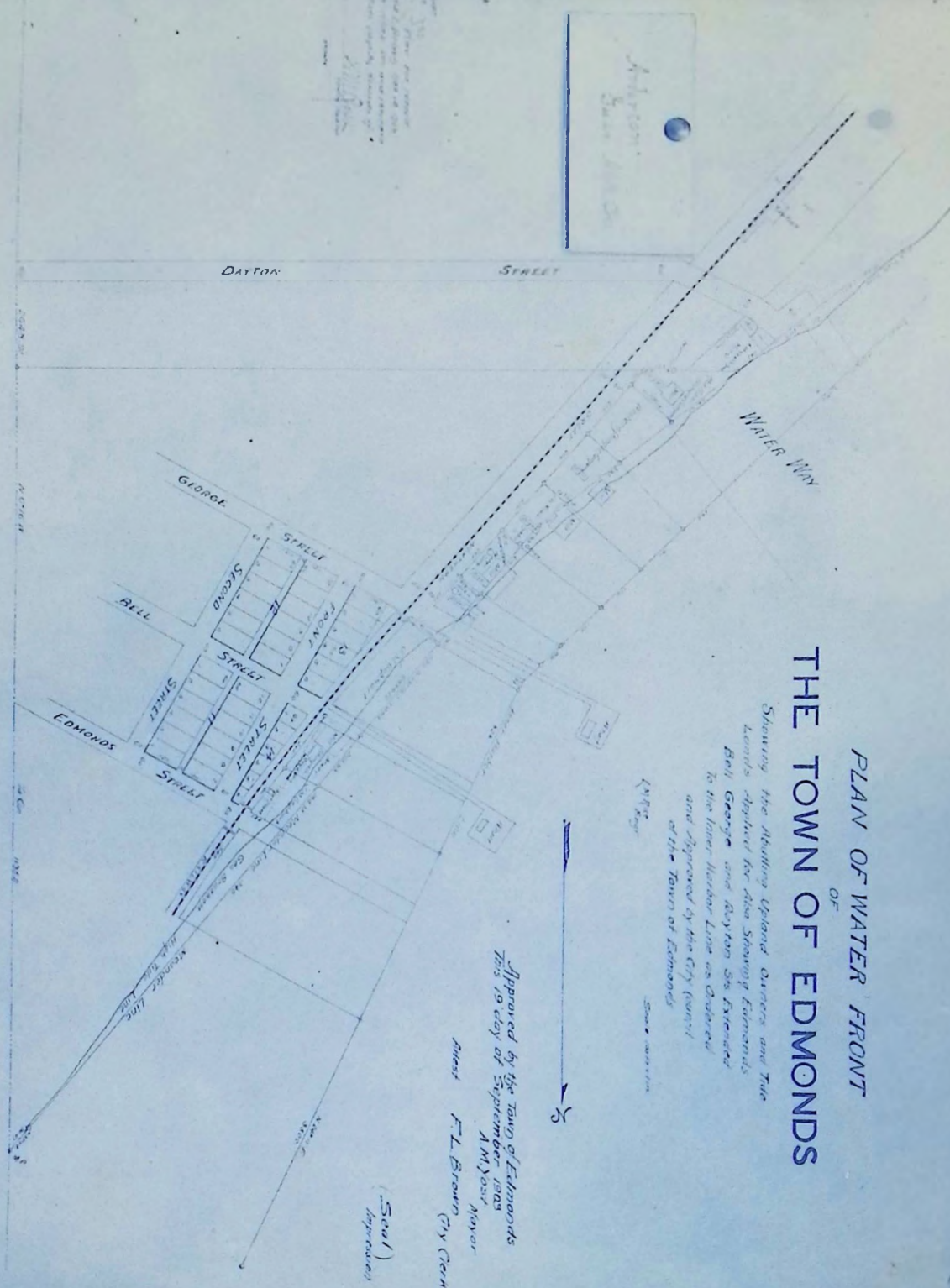
Filed July 21, 1898, 2.20 P.M.

Vol. 3 W. of A. page 12.

The amount of this Execution is \$1193.00, with interest at 10 per cent and including costs amounting to \$23.95, and affects lands in Snohomish County, Washington, described as:-

Commencing at the quarter corner between sections 23 and 24 Twp. 27 N. R. 3 E. W.M. running thence East 1320 feet, thence North 405 feet, thence West 943 feet, thence North 26° East 407.9 feet, thence West to the quarter section line between sections 23 and 24 thence South to place of beginning, containing 25 acres, more or less. Also commencing at the Southwest corner of George and 3rd Streets in the Town of Edmonds, thence Southerly along West line of 3rd Street 367 feet, thence Westerly along the line between the lands of Geo. Brackett and one Haslin to the meander line of Admiralty Inlet, thence Northerly along the said meander line to a point where said line is intersected by South line of George Street produced thence Easterly along South line of George Street to place of beginning, being part of Southwest quarter of Sec. 23, Twp. 27 N. R. 3 E. W.M. Also Lots 1 to 6 inclusive, Block 13, Lots 1 to 6 inclusive, Block 14 of Original Plat of Town of Edmonds and also all right, and interest in and to the tide Lands in front thereof excepting the right of way of the Seattle & Montana Railroad, and lot 5 in Block 2, lot 9 in Block 11, lots 7, 8, 9, 10, 11, and 12 in Block Two, Lots 3, 4, 5, 6, 7, 8, 9 and 10 Block 5, lots 3, 4, 5, 6, 7 and 8 Block 8, lots 1, 2, 3, 4 and 11 in Block 11, lots 3 and 7 in Block 12, lots 31, 32, and 33, Block 120, all in the Townsite of Edmonds, Snohomish County, Washington.

31



PLAN OF WATER FRONT OF THE TOWN OF EDMONDS

Showing the Shading Upward Curves and The
Lands Applied for also Showing Edmonds
Bell George and Dayton Sts. Extended
to the inner Harbor Line as Ordered
and approved by the City Council
of the Town of Edmonds

Approved by the Town of Edmonds
This 19 day of September 1905
F.L. Brown Mayor

(Seal)
Impression

49

51

Showing the abutting upland owners and tide
lands applied for.

Scale 50' = 1 in

L. M. Fricke, Engineer

Notes - This plan corrects former plan approved by the Mayor and Council, Sept 19, 1903.

To accompany Ordinance
No. — Town of Edmonds

Accepted, Approved and confirmed at a regular meeting of Council of the Town of Edmonds this 19 day of April 1906.

Geo Mleyda, Clerk
Town of Edmonds



Approved by me this 19 day of April 1906, in authentication of an ordinance passed by the Council, this day, approving this Plan

1774057

Geo M Leyda Clerk
Town of Edmonds



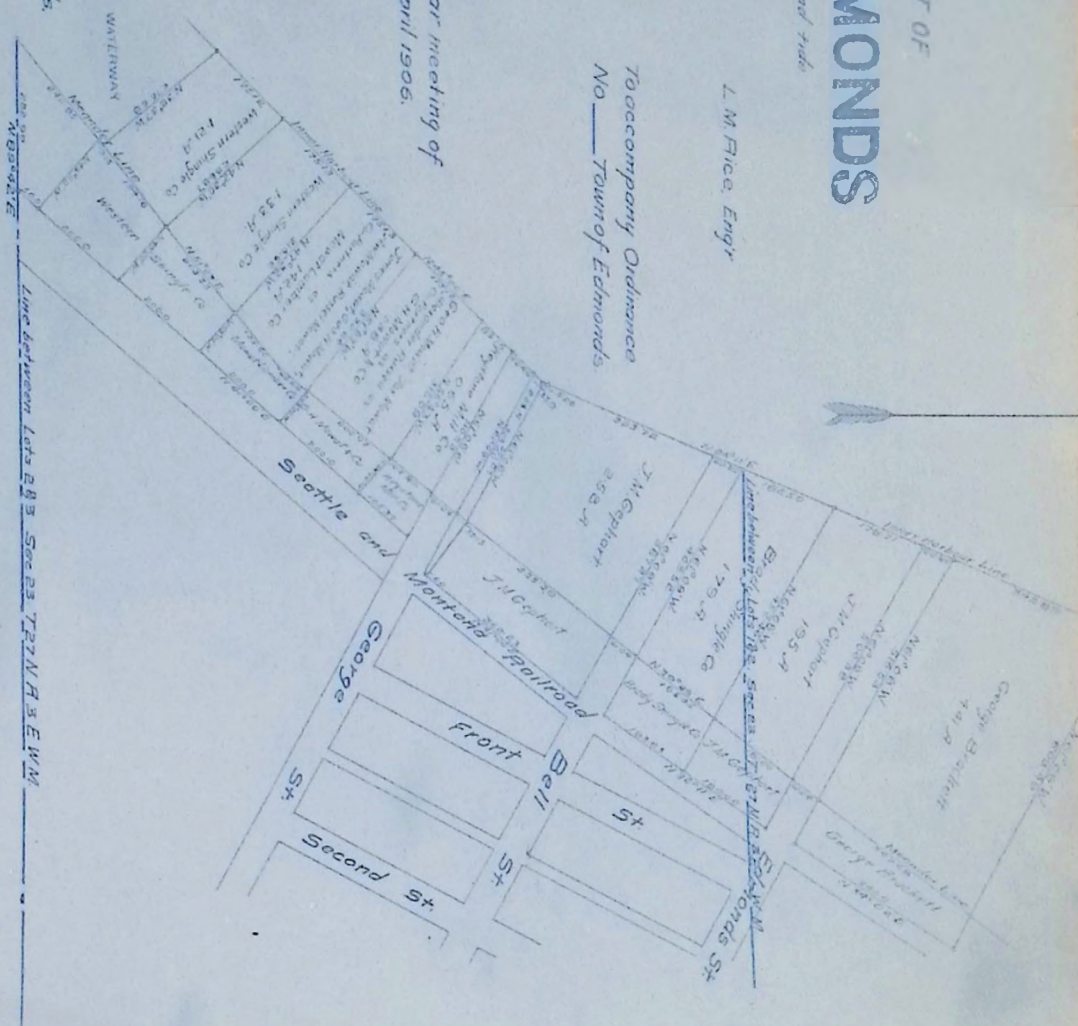
Office of County Auditor,
County of Snohomish,
State of Washington.

1216355

Filed for record at request of Geo M Leyda
on July 22, 1907 at 5 minutes past 8 o'clock A.M.

County Auditor

by _____ Deputy



(Seal, Com. Ex. Jan. 23, 1906).

Beginning here

Inst. No. 33

Office No. 243.

James M. Gephart, single.

D E E D.

to

Dated Mar. 12, 1902.

James Mowat, G. H. Mowat, A. W.

Filed Apr. 29, 1902, 9.46 A.M.

Mowat and Russell Mowat.

Vol. 67 Deeds, page 250.

Con. \$1.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

All that certain strip of land in Government Lot 2 of Sec. 23, Twp. 27 N. of R. 3 E. and lying immediately West of and extending from the Seattle & Montana Railway Company's railroad right of way on the West-erly side thereof to the meander line of Admiralty Inlet of Puget Sound and extending from the Western Shingle Company's Mill property on the South to the George H. Mowat Mill property on the North, intend-
ing hereby to convey all my right, title and interest in and to said property to second parties with the appurtenances thereunto belonging.

Second party is to pay all taxes on said lands.

(No covenants).

Ack. Mar. 12, 1902, before Ralph Simon, Notary Public in and for Washington, residing at Seattle.

51

(Seal, Com. Ex. Jan. 23, 1906).

Inst. No. 34

Office No. 332.

Diana Mowat and Arthur
Mowat, her husband.

Quit-Claim Deed.

Dated Mch. 27, 1905.

to

Filed Apr. 5, 1905, 10.22 A.M.

James Mowat, Russell Mowat

Vol. 87 Deeds, page 402.

and George Mowat, of the Mowat Lumber
Company. Con. \$1.

First party remises, releases and quit-claims unto second party,
heirs and assigns, lands in Snohomish County, Washington, described as:

Commencing at a point on West side of the right of way of the
Great Northern Railroad 450 feet Northerly from the intersection of
said West line of right of way and the ^{South} eight line ^{of Lot 2, Sec. 23,} running East and
West through the S₁ of Sec. 23, Twp. 27 N. R. 3 E., thence Westerly
at right angles to the ^{meander} inner harbor line of Puget Sound. thence North-
erly 200 feet, thence Easterly to the West line of right of way of Grt.
Northern R. R., thence Southerly to place of beginning.

Ack. Mch. 27, 1905, before F. L. Brown, Notary Public in and
for Washington, residing at Edmonds.

(Seal, Com. Ex. Sept. 30, 1908).

Sheet No. 52

Inst. No. 35

Office No. 390.

Arthur Mowat.

Bill of Sale.

to

Dated Mch. 27, 1905.

James Mowat, Russell Mowat,

Filed Apr. 5, 1905, 10.23 A.M.

and George Mowat.

Vol. 21 Misc, page 566.

First party grants, bargains, sells and conveys to second party property in Snohomish County, Washington, described as:-

All rights, title and interest in and to all personal property of the Mowat Lumber Company of Edmonds, consisting of shingle mill and saw mill, machinery, tools, and all timber in Sec. 5, Twp. 27 N. R. 4 E. or elsewhere.

Ack. Mch. 27, 1905, before F. L. Brown, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Sept. 30, 1908).

Sheet No. 53

Inst. No. 36

Office No. 140.

James Mowat, George Mowat and

Russell Mowat. -----

to

Mowat Lumber Company, Incorporated

Quit-Claim Deed.

Dated Jan. 11, 1906.

Filed Feb. 8, 1906, 3.38 P.M.

Vol. 95 Deeds, page 153.

Con. \$1.

First party remises, releases and quit-claims unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:-

Commencing at the intersection of the West line of right of way of Seattle & Montana Railroad with the North 8th line of Sec. 23, Twp. 27 N. R. 3 E. W.M., thence Northerly along said West right of way 450 feet to true point of beginning, thence at left angles to the meander line of Puget Sound, thence Northerly along the meander line 102 feet to meander corner, thence Northerly along meander line 99 feet thence at right angles to right of way of Railroad, thence Southerly along right of way 200 feet to place of beginning, also all tide lands in front of said property.

James Mowat.

Russell Mowat.

G. H. Mowat.

Ack. Jan. 11, 1906, before F. L. Brown, Notary Public in and for Washington, residing at Edmonds, by George Mowat, James Mowat and Russell Mowat.

(Seal, Com. Ex. Sept. 30, 1908).

Sheet No. 54

Inst. No. 37

Articles of Incorporation
of
Mowat Lumber Company.

Dated Nov. 1, 1905.

Filed Nov. 29, 1905. 11.40 A.M.

File No. 1065.

Recites that James Mowat, George Mowat and Russell Mowat, citizens of the United States and residents of the State of Washington, have associated themselves together for the purpose of forming a corporation to be known as the Mowat Lumber Company.

The objects of this corporation are, to manufacture and sell all kinds of lumber, shingles, piling, poles, logs, ties and to buy and sell the same; to operate logging camps and construct necessary tram-ways for the same; to buy, own, sell and lease all kinds of real estate and personal property and to improve the same and to execute deeds, mortgages and contracts therefor, and to execute other notes, evidences and the like in connection with the said business.

Capital stock of the said corporation shall be \$12,000. and the term of existence shall be 20 years with the principal place of business at Edmonds, Snohomish County, Washington.

The affairs of the said corporation shall be managed by a Board of three trustees.

Ack. Nov. 1, 1905, before F. L. Brown, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com Ex. Sept. 30, 1908).

Inst. No. 38

Office No. 219.

James Mowat, George

Bill of Sale.

H. Mowat and Russel Mowat.

Dated Jan. 11, 1906.

to

Filed Feb. 8, 1906, 3.37 P.M.

Mowat Lumber Company, Incorporated.

Vol. 23 Misc. page 357.

Con. \$1.

First party grants, bargains, sells and conveys to second party, property in Snohomish County, Washington, described as:-

All personal property belonging to Mowat Lumber Company, consisting of shingle mill and all machinery, shingle bolts, situated at Edmonds.

James Mowat.

Russell Mowat.

G. H. Mowat.

Ack. Jan. 11, 1907, before F. L. Brown, Notary Public in and for Washington, residing at Edmonds, by George H. Mowat, James Mowat and Russell Mowat.

(Seal, Com. Ex. Sept. 30, 1908).

Sheet No. 54

Inst. No. 39

Office No. 269.

Russell Mowat and Ethel

Quit-Claim Deed.

Mowat, his wife.

Dated Dec. 1, 1905.

to

Filed Aug. 23, 1906, 2.45 P.M.

Oliver K. Mowat.

Vol. 97 Deeds, page 540.

Con. \$1.

First party remises, releases and quit-claims unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Commencing at a point on the West side of the right of way of the Great Northern Railroad 450 feet Northerly from the intersection of said West line of right of way and the 8th line running East and West through the S $\frac{1}{2}$ of Sec. 23, Twp. 27 N. R. 3 E. W.M., thence Westerly at right angles to the ^{Menden} inner harbor line of Puget Sound, thence Northerly 200 feet, thence Easterly to the West line of right of way of R. R., thence Southerly to place of beginning.

Ack. Dec. 1, 1905, before F. L. Brown, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Sept. 30, 1908).

Sheet No. 60

37840

50'

400'

X 7492W

200'

X 7492W

Queen Mill

200'

This drawing and all the following
instruments are added in order
to show a general location of lands
and boundary lines.

ANDERSON GUARANTEE ABSTRACT CO.
EVERETT, WASH.

61

"Too Smoky to make a print"

as to description and date only) ANDERSON GUARANTEE ABSTRACT CO.

1919-82.m- 69

By

- - - Certificate - - -

We hereby certify that the foregoing Abstract of Title, comprising instruments numbered one to 46 consecutively and consisting of 68 sheets, shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any court of record holding terms in said County affecting the title to the following described real property to-wit: A tract of land, described as follows, to-wit: Commencing at a corner on the West boundary line of the Seattle & Montana Railway (now the Great Northern Railway) where the same intersects the South boundary line of Lot Two (2), Section 23, Township 27, North of Range 3 East W. M. thence North along the said West boundary line for 450 feet to the true point of beginning, thence North along said boundary line 200 feet, thence North 49° West to the Government meander line, thence Southerly along the said meander line to a point which bears North 49° West from the true point of beginning, thence Easterly to the true point of beginning and all the tide lands lying in front of and adjacent to the above described tract, situated in Snohomish County, State of Washington.

(This certificate is re-issued as to date and description only, and does not in any way attempt to account for the instruments removed, judgments not shown or taxes or personal taxes, or in any manner, any changes made by the person having had possession of this Abstract, and caused to be removed the certificate, together with certain instruments.)
Except any and all public highways (or ways) if any there be, now located over and across said above described premises.

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to the said lands as shown by the Judgment Indices of the Superior Court of the State of Washington, in and for Snohomish County, in the office of the Clerk thereof.

(No statement made as to judgments, if any there were in the original certificate, as this certificate is re-issued for the date only.)

We further certify that there are no due and delinquent taxes on said property, or unredeemed sales thereof for delinquent taxes shown by the tax rolls of said Snohomish County, in the office of the County Treasurer thereof.

(No statement made as to taxes, if any there were in the original certificate, as this certificate is re-issued for the date only)

This certificate is up to Twenty-second (22) day of August, Nineteen Hundred and Ten (1910) at Eight (8) o'clock A. M.

(Re-issued certificate no. #5573

as to description and date only) ANDERSON GUARANTEE ABSTRACT

1919-8 a.m. - 69

Bv

State of Washington

to

Mowat Lumber Company,
a corporation

Deed.

Dated Oct. 8th, 1910.

Filed Oct. 31, 1914, 1:20 P. M.

Rec. Vol. 159 of B. page 640.

Consideration \$71.00

Grantor does Grant, Bargain, Sell and Convey unto Grantee, the following described tide lands of the first class, situate in front of the City of Edmonds in Snohomish County, Washington, to-wit:

Commencing at the intersection of the westerly line of the right-of-way of the Seattle & Montana Railroad with the south line of lot 2, Sec. 23, Township 27 N. R. 3 E. of the Willamette Meridian: thence north $41^{\circ} 00'$ east along said right-of-way line 450 feet; thence north $49^{\circ} 00'$ west to a point on the government meander line which is the true point of beginning; thence along said meander line north $51^{\circ} 23'$ east 135.60 feet and north $39^{\circ} 28'$ east 66.84 feet; thence north $51^{\circ} 57'$ west 330.26 feet to a point on the inner harbor line; thence south $45^{\circ} 00'$ west along said inner harbor line 175.13 feet; thence south $47^{\circ} 33'$ east 319.03 feet, more or less, to the true point of beginning, containing 1.42 acres, more or less, according to the official map of Edmonds tide lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Subject, however, to any lien or liens that may arise or be created in consequence of or pursuant to the provisions of an act of the Legislature of the State of Washington, entitled "An Act prescribing the ways in which waterways or the uses of navigation may be excavated by private contract, providing for liens upon tide and shore lands belonging to the state, granting rights of way across lands belonging to the estate," approved March 9, 1893."

M. E. Hay, Governor

Attest: J. Grant Hinkle,
Assistant Secretary of State.

(Seal)

State Record of Tide Lands Deed, Volume 9, Page 555.



State of Washington,
ss:-
County of Snohomish.

The Snohomish County Abstract Company, a corporation, hereby certifies that it has added to the foregoing abstract of title Instrument numbered Forty-seven (47), and that the same is the only instrument that has been filed for record in the office of the Auditor of Snohomish County State of Washington, since date of last preceding certificate hereto, to-wit: Since August 23 A.D. 1910 at 8 a.m., affecting the title to the real property described in the Caption hereof as follows, to-wit:

(Same description as in last certificate)

This continuation does not include an examination of, or a report on public roads established under the road laws of the state, mining claims or water locations, except as specifically shown herein.

ALSO, that as shown by the indices to the records in the office of the Clerk of said Snohomish county, there have been no judgments entered or suits commenced since the above last mentioned date, in any Court of Record in said County, against Mowat Lumber Company, which are liens upon or which affect the title to said above described real property.

ALSO, that as shown by the official tax rolls in the office of the Treasurer of said Snohomish County, since the above last mentioned date, the taxes for all years up to and including those for the year 1916 have been fully paid. The 1917 tax is now due and delinquent, amounting to \$48.24 and interest, and the 1918 tax is now due and payable, amounting to \$51.93.

As shown by the personal tax rolls in the office of the County Treasurer, there are no personal property taxes due or payable which would be a lien on said property, EXCEPT against Mowat Lumber Company for 1917 amounting to \$120.60 and interest, and 1918 amounting to \$69.24.

IN WITNESS WHEREOF, said Snohomish County Abstract Company has caused this certificate to be signed by its Manager and its corporate seal to be hereto affixed this Fifth (5) day of February, A.D., Nineteen Hundred Nineteen (1919), at Eight o'clock AM

SNOHOMISH COUNTY ABSTRACT COMPANY

By

H. P. Glover

Manager.



Inst No. 48

Office No. 67

J. W. Currie, Thos. Winsor,
J. W. Edgcomb and W. A. McDonald,
to
W. F. Armstrong and A. M. Trichard,

Contract
Dated Jan. 19, 1888
Filed Jan. 23, 1888, 6 P. M.
Vol 5 Misc, page 569

The first party agrees to sell a shingle mill at Edmonds, and
second party agrees to buy upon terms as follows:

\$540 cash and one note to Farke and Lacey \$724.94 and two notes
for \$724.95 and the first party is to hold 50% of the output of the
shingle mill as security until the last note is paid when all the in-
terest right, title and claim shall be conveyed to second party by
first party.

Inst No. 79

Office No. 74

H. D. Freeman,

to

A. E. Freeman,

Bill of Sale,

Dated Dec. 11, 1891

Filed Feb. 19, 1892, 1:30P. M.

Vol. 8 Misc. page 51

Con. \$200

First party grants, bargains, sells and conveys unto second party property in Snohomish County, Washington, described as:

The Dry House with pipes situated about the shingle mill of said second party at Edmonds.

Ack. Jan. 19, 1892, before W. W. Allen, a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. March 5, 1892)

Inst No. 50

Office No. 53

A. E. Freeman,
to
James W. Currie,

Bill of Sale.

Dated Dec. 11, 1891

Filed Feb. 19, 1892, 1:31 P. M.

Vol. 8 Misc. page 52

Con. \$480

First party grants, bargains, sells and conveys unto second party,
heirs and assigns, property in Snohomish County, Washington, described
as:

One Dry House with pipes situated in and about the shingle mill
of first party at Edmonds.

Ack. — — — — before J. S. Jury, a Notary Public in and for
Washington, residing at Seattle.

(Seal, Com. Ex. June 5, 1894)

Inst No. 74

Inst. No. 51

Office No. 6

A. Mowat,
R. Mowat,
F. S. Maxwell,

to

Renton Lumber Company, Inc.,

Bill of Sale,

Dated Jan. 11, 1902,

Filed January 20, 1902, 8:27 A.M.

Vol. 17 Misc. page 7

Con. \$900

First party grants, bargains, sells and conveys to second party property in Snohomish County, Washington, described as:

One saw mill complete located at Edmonds including all machinery and so forth.

Ack. January 11, 1902, before S. M. Street, a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Nov. 19, 1903)

sheet no. 75

Inst No. 53

Office No. 81

George Brackett and Etta E. Brackett,
his wife,

to

George H. Mowatt,

Warranty Deed

Dated Dec. 26, 1892

Filed Dec. 27, 1892, 9:41 A.M.

Vol. 23 Deeds, page 81

Consideration \$1 and other value

First party grants, bargains, sells, conveys and confirms unto
second party, heirs and assigns, lands in Snohomish County, Washington,
described as:

Beginning at a point on the West line of the right of way of
Seattle & Montana Railway, 650 feet Northerly from the South line of lot
2, Section 25, Township 27, North of Range 3 E. W. M; thence northerly
along said West line of right of way 200 feet; thence at right angles
to the meander line of the waters of Puget Sound; thence southerly along
said meander to a point at right angles to the place of beginning, thence
to place of beginning.

Covenants of General Warranty

Ack. Dec. 26, 1892, before A. M. Prichard, Notary Public in and for
Washington, residing at Edmonds.

(Seal, Com. Ex. April 8, 1895)

sheet No. 77

Inst No. 54

Office No. 457

James M. Gephart, bachelor,
to
Seattle & Montana Railroad Co.,
a corporation,

Warranty Deed
Dated October 4, 1906,
Filed Oct. 20, 1906, 8:29 A.M.
Vol. 94 Deeds, page 456
Consideration \$600

First party conveys and warrants to second party lands in Snohomish County, Washington, described as:

Beginning at a point on the South line of Government Lot 2, Section 25, Township 27, North Range 3 E. W. M. which point is distant 50 feet Southeasterly measured at right angles from the center line of the railroad of the Seattle & Montana Railroad Company as the same is now located and established; thence running East along the South line of Government Lot 2 to a point on said South line distant 150 feet southeasterly measured at right angles from said center line of railroad; thence running Northeasterly parallel to said center line of railroad and 150 feet distant Southeasterly therefrom 85 feet; thence running Northwesterly at right angles to last described course 50 feet; thence running Northeasterly parallel to said center line of railroad and distant 100 feet southeasterly therefrom to the south line of James Street, Town of Edmonds; thence running northwesterly along said south line of James Street to an intersection with the Southeasterly line of the right of way of the Seattle & Montana Railroad Company, at a point on said right of way distant 50 feet southeasterly measured at right angles from said center line of

sheet no. 78

railroad; thence running southwesterly along the southeasterly line of the right of way of said Railroad Company and distant 50 feet South-easterly from said center line of Railroad to the point of beginning.

(Among other lands not included in this Abstract)

Ack. October 17, 1906, before William B. Allison, Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Ex. Jan. 1, 1910)

Inst No. 59

Office No. 120

James M. Gephart, single

Deed

to

Dated Oct. 16, 1899,

W. D. Perkins & Company,

Filed Oct. 17, 1899, 8:20 A. M.

Vol. 50, Deeds, page 221

Con. \$1.

First party grants, unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

The exclusive right to lay and maintain water pipe across; Commencing at the Southwest corner of George and Third Streets in the town of Edmonds; thence southerly along the west line of third at 367 feet; thence westerly along the line between the lands of George Brackett and one Hamlin to right of way, Seattle & Montana Railway; thence northerly along said right of way to a point where said line is intersected by the South line of George Street; thence easterly along the South line of George Street to point of beginning.

This grant is not to exclude private owners from laying pipes on the said lands should the said lands be platted.

Ack. Oct. 16, 1899 before R. W. Barto, Rotary Public in and for Washington, residing at Seattle.

(Seal, Com. Ex. January 28, 1902)

sheet no. 50

Inst No. 56

Office No. 242

George Brackett and Etta E. Brackett,
his wife,
to
S. C. Meek,

Bond for Deed
Dated Oct. 3, 1892
Filed Oct. 11, 1892, 4:51 P.M.
Vol. 25 Deeds, page 480
In penalty of \$5000

Conditioned for the conveyance by a good and sufficient conveyance with the usual covenants, of lands in Snohomish County, described as:

Commencing at a point on the West line of the right of way of the Seattle & Montana Railway 250 feet North of the South line of Lot 2, Section 23, Township 27, North of Range 3 E. W. M; thence in a northerly direction along said right of way 200 feet; thence at right angles to the meander line of the waters of Puget Sound; thence in a southerly direction along said meander line to a point at right angles opposite the place of beginning; thence to the place of beginning; on the completion and operation on said premises of a Shingle mill of not less capacity of 80,000 shingles per day of 12 hours.

This bond is not valid in case John E. Peterson shall build a saw mill on the above tract of land which was bonded to him Sept. 17, 1892.

The sluice and box on said land is to be fully protected by said John E. Peterson or S. C. Meek.

Ack. Oct. 3, 1892, before L. L. Austin, Notary Public in and for Washington, residing at Edmonds. (Seal, Com. Ex. June 30, 1895)
sheet no. 51

Inst No. 57

Office No. 150

E. F. Gates, S. B. Schumacher,
Russell Mowat, Chris Anderson,
and W. S. Stevens,

to

G. H. Mowat,

Quit Claim Deed

Dated Jan. 5, 1898

Filed May 13, 1898, 10:30 A. M.

Vol. 46 Deeds, page 198

Consideration \$1.

Recites that whereas by deed of trust dated Feb. 8, 1895, G. H. Mowat & Company, G. H. Mowat, C. Leo, conveyed to grantors herein as trustees the following described property:

That certain Shingle mill, known as Mowat & Company, Mill, situated in Edmonds, Snohomish County, Washington upon the following described property; Beginning at a point on the West line of the right of way of the Seattle & Montana Railway 650 feet Northerly from the South line of said lot 2, Section 23, Township 27, North of Range 3 E. W. M. thence northerly along the said West line of right of way 200 feet; thence west at right angles to the meander line of the waters of Puget Sound; thence Southerly along said meander line to a point at right angles with the place of beginning; thence to place of beginning, for certain purposes as in that certain instrument recorded on the 18th day of March, 1895, in Volume 37 of Deeds, page 448, records of said County, and whereas each and every of said purposes for which said deed was executed aforesaid have been fulfilled and carried out;

Now, therefore, in consideration of the above premises and in consideration of \$1 in hand paid, the receipt of which is hereby acknowledged
sheet no. 82

acknowledged first party conveys and quit claims unto second party
the property heretofore described.

Ack. May 7, 1898, before William Brackett, Justice of the Peace
in and for Snohomish County, Washington, by said First party as set
out but does not state as such trustees.

Ludwig Carlson, ---

to

The Western Shingle Company,
a co-partnership consisting of
John Norman, John Lovegreen and
Hels Gradin, O. M. Johnson, Peter
Johnson, Chas. Nelson and Carl J.
Servin,

Quit Claim Deed

Dated Feb. 16, 1899

Filed June 28, 1901, 9:55 A. M.

Vol. 56 Deeds, page 575

Consideration \$375.00

First party remises, releases and quit claims unto second party
heirs and assigns, lands in Snohomish County, Washington, described as:

The one eighth of the Western Shingle Company Mill located at
Edmonds and particularly described as follows:

Beginning at a point on the West line of the right of way of the
Seattle & Montana Railway 50 feet northeasterly from the extension
of said West line of right of way with the South line of Lot 2 in Sec-
tion 23, Township 27, North of Range 3 E. W. M. and running thence along
said right of way in a northeasterly direction 200 feet; thence at right
angles westerly to the meander line of Puget Sound; thence Southerly
along said meander line to a point at right angles to the place of be-
ginning; thence to the place of beginning.

And also beginning at a point on the West line of the right of way
of the Seattle & Montana Railway 250 feet North of the South line of
Lot 2 in Section 23, Township 27, North of Range 3 E. W. M. and running
thence in a northerly direction along said right of way 200 feet; thence
at right angles to last line to the meander line of Puget Sound; thence
in a southeasterly direction along said meander line to a point at

right angles to the place of beginning; thence to the place of beginning.

Ack. Feb. 16, 1899, before William Brackett, Just ice of the
Peace in and for Washington, residing at Edmonds.

Rev. 50 cents Can.

- - - Certificate of Continuation - - -

"We hereby certify that we have added to the foregoing abstract title instruments numbered 48 to 58 consisting of 14 sheets, and the same shows all instruments filed or recorded in the office the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County affecting the title to the following described real property, to-wit: A tract of land described as follows: Commencing at a corner on the West boundary line of the Seattle & Montana Railway (Now the Great Northern Railway) where the same intersects the South boundary line of Lot two (2), Section 23, Township 27, North of Range 3 East W. M. thence north along the said West boundary line for 450 feet to the true point of beginning, thence North along said boundary line 200 feet, thence North 49° West to the Government meander line, thence southerly along the said meander line to a point which bears North 49° West from the true point of beginning, thence Easterly to the true point of beginning and all the tide lands lying in front of and adjacent to the above described tract, situated in Snohomish County, State of Washington. (The Anderson Guarantee Abstract Company states that this continuation includes all of the missing instruments that were removed in the original abstract, being instruments number 41, to 46 inclusive and sheets 62 to 68 inclusive, which were removed and are now replaced herein)

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to the said property, as shown by the judgment indices of the Superior Court of the State of Washington, in and for Snohomish County, since February 5th, 1919, at eight o'clock A. M. to the date of this certificate, including here judgments against the Mowat Lumber Company, and excluding such judgments as may have been of record and binding at the time of the removal of the old certificate above mentioned as such time is over six years last past.

We further certify that there are no taxes coming due on said premises, or unredeemed sales thereof for delinquent taxes shown by the official tax rolls of said County in the office of the Treasurer thereof, since February 5th, 1919, at eight o'clock A. M. to the date of this certificate. The personal taxes remain the same as shown in preceding certificate, and a statement from the County Treasurer shows the taxes for 1917 as \$64.54 and the taxes for 1918 as \$64.33. No further statement is made on the taxes as the said statement of the said Treasurer is accepted as the amount due, without examination of the record.

We do not certify as to any taxes or assessments for local improvements on said property shown by the records of the city of Edmonds.

All since the date of the last preceding certificate, to-wit: February 5th, 1919, 8 o'clock A. M. to and including this Tenth (10) day of February, Nineteen Hundred and Nineteen (1919), at eight (8) o'clock A. M.

ANDERSON GUARANTEE ABSTRACT COMPANY.

By

Thodan Anderson

13925

86

Inst. No. 59

Office No. 288

Mowat Lumber Company, a corporation, By Russell Mowat
President By G. A. Anderson
Secretary

Deed.

Dated March 8, 1919.

Filed Mar. 11, 1919, 8:56 A.M.

Vol. 185 Deeds, page 262.

Consideration \$4500.00

\$4.50 rev. stamps cancelled.

to
A & C Mill Company, a corporation.

First party convey and warrant to second party, lands in Snohomish County, Washington, described as:

Commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railway, now the Great Northern Railway, with the South line of Lot 2, Section 23, Twp. 27, North of Range 5 East W.M.; thence North 41° and 00' East along said right of way line, 450 feet as true point of beginning; thence North 49° and 00' West to a point on the Government meander line; thence North 47° and 32" West 319.63 feet, more or less, to the inner harbor line; thence North 48° and 00' East 175.13 feet along said inner harbor line to a point; thence South 51° and 57' East 330.26 feet to a point on the Government meander line; thence South 49° East to the right of way line on the westerly side of said Great Northern Railway, at a point 200 feet northeasterly of the point of beginning; thence South Easterly along said westerly Right of Way to the true point of beginning.

(Corporate Seal)

Ack. March 8, 1919, before Edward L. Turner, Notary Public in and for Washington, residing at Edmonds, by said officers for said corporation.

sheet no. 87 (Seal, Com. Ex. Mar. 25, 1919)

Inst. No. 60

Articles of Incorporation Dated Mar. 8, 1910
of Filed July 7, 1910, 8.33 AM.
A & C Mill Company File No. 1724

Recites that E. T. Allen Minnie V. Allen, F. M. Carpenter and Louise A. Carpenter, have associated themselves together under the laws of the State of Washington, for the purpose of forming a corporation to be known as "The A & C Mill Company".

The objects of said corporation are to own, buy, sell, construct and operate saw and shingle mills; grist mills; to own, buy, sell docks and wharfs, to own, purchase, hold, mortgage, sell, convey, real and personal property of every kind and description.

The principal place of business shall be Edmonds, Washington, during the term of existence of 50 years, with the affairs of said corporation managed by a board of 4 trustees, and said corporation shall be capitalized at \$4000.00.

Ack. Mar. 8, 1910 before S. F. Street, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Nov. 19, 1911)

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SNOHOMISH
COUNTY.

A & C Mill Company, a corporation

Plaintiff

vs

Arthur W. Mowat and Diana Mowat,
husband and wife; James Mowat and
Isabella Mowat, husband and wife;
Russell Mowat and Ethel Mowat,
husband and wife; Oliver K. Mowat
and Amy Mowat, husband and wife;
George H. Mowat, a bachelor;
G. A. Anderson; Spokane Grain
Company, a corporation; and Mowat
Lumber Company, Incorporated, a
corporation, Defendants

No. 17934

COMPLAINT FILED MAR 21 1919

Comes now the plaintiff and for cause of action against the
defendants, states and alleges:

I.

That the plaintiff is a corporation organized and existing
under and by virtue of the laws of the State of Washington having its
principal place of business in the City of Edmonds, Snohomish County,
Wash., and that plaintiff has paid all license and other fees due the
State of Washington to date.

2.

That Arthur W. Mowat and Diana Mowat are husband and wife;
that James Mowat and Isabella Mowat are husband and wife; that Russell
Mowat and Ethel Mowat are husband and wife; that Oliver K. Mowat and
Amy Mowat are husband and wife; that the Spokane Grain Company is a

17934-2

corporation organized under the laws of the State of Washington, and that the Mowat Lumber Company, Incorporated, is a corporation.

3.

That the plaintiff is the owner in fee simple of a certain parcel of real property situated in the city of Edmonds, Snohomish County, Wash., particularly described as follows:

Commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railroad, now the Great Northern Railway, with the South line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E.W.M. and thence North 41 degrees and 00' East along said right of way line 450 feet as the true point of beginning; thence North 49 degrees and 00' West to a point on the government meander line; thence along said meander line North 51 degrees and 23' East 135.60 feet and North 39 degrees and 28' East 66.64 feet; thence North 49 degrees and 00' East to a point on the westerly line of said railroad right of way; thence South along the Westerly line of said right of way to the true point of beginning.

4.

That the aforesaid property was acquired by the plaintiff by virtue of a warranty deed executed and delivered by the defendant, Mowat Lumber Co., to plaintiff dated March 4, 1919 and recorded in volume --- of deeds at page ---- of the records of the auditor of Snohomish County, Wash., and that ever since the date of said deed the plaintiff has had, and now has, actual, continuous, notorious,

open, and complete possession of said property and has paid all taxes due upon said property at the time of said conveyance. That the defendant, Mowat Lumber Company acquired said property by deed from James Mowat, George Mowat, and Russell Mowat, three of the defendants above named, on the 11th day of January 1906, which deed is found recorded in volume 95 of deeds at page 153 of the records of the auditor of Snohomish County, Wash., and that said defendant company remained in open, notorious, actual, and continuous possession of said property and paid all taxes levied upon the same up until the time said property was conveyed by said defendant company to plaintiff.

5.

That said property aforesaid was acquired by the grantors aforesaid of the Mowat Lumber Co. from the defendant Arthur W. Mowat and Diana Mowat, his wife, and from one James M. Gephart, a bachelor, said instruments conveying said property being of record in the office of the auditor of Snohomish County, Wash., in volume 87 of deeds at page 402 and in volume 67 of deeds at 250.

6.

That by reason of the carelessness of the scriveners in preparing the deeds conveying said property from plaintiff's predecessors to plaintiff's grantor, erroneous descriptions of said property were used in said instruments aforesaid and also by reason of the carelessness of the scriveners the various grantors named in said deeds were not described as their marital status at the time said deeds were executed. That the true and correct description of the property sought to be conveyed by the instruments above noted is the description set sheet no. 71

forth in paragraph three of this complaint.

7.

That also by reason of carelessness upon the part of the scrivener who prepared the deed conveying the above property to the defendant Mowat Lumber Company from James, George, and Russell Mowat, which deed is shown of record in volume 95 of deeds at page 153, the name of the grantee was designated as Mowat Lumber Company, Incorporated. That said appellation of "incorporated" was incorrect, erroneous, superfluous, and misleading and that the real party and grantee meant to be named therein was plaintiff's grantor, Mowat Lumber Company, a corporation organized under the laws of the State of Washington and having its principal place of business in Edmonds, Wash.

8.

That the defendants above named claim or have of record some right, title, interest or estate, in and to the property heretofore described the exact nature of which is unknown to plaintiff, which constitutes a cloud upon the title of plaintiff but plaintiff avers that regardless of the nature of such claims that any and all of the same are inferior, subsequent, and of no force and effect as against the title of plaintiff.

WHEREFORE, plaintiff prays a decree of the court herein correcting and reforming the erroneous descriptions, and each of them, contained in the deeds above mentioned and enjoining and prohibiting the defendants, and each of the them, from asserting any right, title,

17934-5

or interest in and to the property above described as belonging to plaintiff and that plaintiff's title to said property be fully and completely quieted as against said defendants and that plaintiff be granted such other and further relief as the court might deem proper in the premises.

E. L. Turner

Attorney for Plaintiff.

(Properly Verified)

SUMMONS FILED MAR 21 1919

SHERIFF'S RETURN OF NOT FOUND filed Mar 21 1919

(Arthur W. Mowat, Diana Mowat, husband and wife, James Mowat and Isabella Mowat, husband and wife, Oliver K. Mowat and Amy Mowat, husband and wife could not be found in Snohomish County)

ORDER DIRECTING PUBLICATION OF SUMMONS FILED MAR 21 1919

THIS CAUSE coming before the court for hearing upon the motion of the plaintiff herein requesting an order of the court directing that the summons herein be published for the reason that certain of the defendants herein are non-residents of the State of Washington, and the court having examined the files and records of this cause and more particularly the affidavit of E. L. Turner, attorney of record for the plaintiff herein, and being fully advised in the premises,

It is here and now ordered that service of the summons in this cause be obtained on Arthur W. Mowat and Diana Mowat, his wife; James Mowat and Isabella Mowat, his wife; and Oliver K. Mowat and Amy Mowat, his wife, defendants herein by publication of the summons herein ac-

of interest in any so the bloods were described as regional so

Done in open court this 21st day of March, 1919.

Subscribed and sworn to before me Ralph C. Bell, Judge 1912

AFFIDAVIT FILED MAR 21 1919 S. E. Street

E. L. Turner being first duly sworn upon his oath deposes and says: That he is the attorney of record for the plaintiff in the above entitled cause and as such has had full and complete charge of the prosecution of said action and that he makes this affidavit for the purpose of supporting a motion directed to the above entitled court requesting leave to to publish summons in said cause for the reason and upon the ground that certain of the defendants herein are non-residents of the State of Washington and that personal service of the summons and complaint herein cannot be obtained upon them.

That affiant believes, and so states the fact to be, that Arthur W. Mowat and Diana Mowat, his wife, are non-residents of the State of Washington, and that their present whereabouts or address is to affiant and plaintiff unknown; that the defendants, James Mowat and Isabella Mowat, his wife, now reside at Long Beach, California, and that Oliver K. Mowat and Amy Mowat, his wife, defendants, now reside at Powell River, British Columbia.

That affiant did, on the 18th day of March 1919, personally mail to the above named defendants whose addresses are given a true

44
sheet no.

17934-7

and correct copy each of the summons and complaint herein.

E. L. Turner

Subscribed and sworn to before me this 19th day of March 1919.

S. F. Street

Notary Public in and for the State of
Washington, residing at Edmonds.

(Seal, Com. Ex. Nov. 19, 1919)

MOTION FOR LEAVE TO PUBLISH SUMMONS FILED MAR 21 1919

SUMMONS FOR PUBLICATION (see printed copy) filed Mar 21 1919

SHERIFF'S RETURN FILED MAR 22 1919

(SHERIFF states that on March 19th 1919 he served Summons on
George H. Mowat)

RETURN OF SERVICE ON CORPORATION FILED MAR 22 1919

(Sheriff states that he served Summons on Spokane Grain Co. a
corporation, by delivering and leaving with W. M. Livengood, the
Secretary of corporation Summons.)

DEMURRER OF DEFENDANT G. H. MOWAT FILED APR 14 1919

SEPARATE DEMURRER OF DEFENDANT, GEORGE H. MOWAT FILED
APR 10, 1919

AFFIDAVIT OF PUBLICATION FILED MAY 28 1919

State of Washington,

ss

Snohomish County.

Minnie Grace, being first duly sworn says: That she is pub-
lisher of the Tribune-Review, a weekly newspaper, printed and pub-
lished in the city of Edmonds, county of Snohomish, state of
sheet no. 45

17934-8

Washington, and that said newspaper, during all times mentioned herein, is, and was a newspaper published once a week as a weekly newspaper and is, and for six months prior thereto was a newspaper of general circulation in said County and State; That the attached is a true and correct copy of ---- as the same was published in the regular and entire issue of said Edmonds Tribune-Review, and not in a supplement form thereof, for a period of 7 successive weeks, the date of first publication being the 21 day of March 1919, and the date of last publication being the 2 day of May 1919 and that said newspaper was regularly issued and distributed to its subscribers during all of said period.

Minnie Grace

Subscribed and sworn to before me, this 26 day of May 1919.

Oscar Grace

Justice of the Peace, Edmonds

Precinct, Edmonds, Wash.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR SNOHOMISH COUNTY.

A. & C. Mill Company, a corporation, Plaintiff, vs. Arthur W. Mowat and Diana Mowat, husband and wife; James Mowat and Isabella Mowat, husband and wife; Oliver K. Mowat and Amy Mowat, husband and wife; George H. Mowat, a bachelor, G. A. Anderson; Spokane Grain Co., a corporation, and Mowat Lumber Company, Incorporated, a corporation, Defendants. No. 17934 Summons for Publication.

That State of Washington, to the above named defendants,

17934-10
;17934-9

Greetings:

You, and each of you, are hereby summoned to appear within sixty days after the date of the first publication of this summons, to-wit: within sixty days after the 21st day of March, 1919, and defend the above entitled action in the above entitled court, and answer the complaint of the plaintiff, and serve a copy of your answer upon the undersigned attorney for the plaintiff at his office below stated; and in case of your failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court;

The object of the above entitled action is to quiet title in plaintiff to a certain parcel of real estate situated in the City of Edmonds, Snohomish County, Wash., and particularly described as follows:

Commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railroad, now the Great Northern Railway, with the South line of Lot 2, Sec. 23, Twp. 27 N R. 3 E.W.M. and thence North 41 degrees and 00' East along said right of way line 450 feet as the true point of beginning; thence North 49 degrees and 00½ West to a point on the government meander line; thence along said meander line North 51 degrees and 23' East 135.60 feet and North 39 degrees and 28' East 66.64 feet; thence North 49 degrees and 00' East to a point on the westerly line of said railroad right of way; thence South along the westerly line of said right of

sheet no, 97

way to the true point of beginning.

E. L. Turner

Attorney for Plaintiff

Office and Post-Office Address:

109 Beeson Building, Edmonds, Snohomish

County, Washington.

DISCLAIMER & ACKNOWLEDGMENT OF SERVICE FILED JUN 6 1919

Comes now Oliver K. Mowat husband and wife, formerly of Edmonds, Snohomish County, Wash., but now residents of Powell River, B. C., defendants in the above entitled cause and hereby acknowledge the receipt of a copy each of the summons and complaint in the above entitled cause and hereby disclaim any right, title, interest or estate, in and to that certain real property claimed by the plaintiff in said cause and which is the subject of this suit and which is fully and particularly described in paragraph three of plaintiff's complaint.

Dated this 26th day of March, 1919.

Oliver K. Mowat

Amy S. Mowat

DISCLAIMER & ACKNOWLEDGMENT OF SERVICE FILED JUN 6 1919

Comes now James Mowat and Isabella Mowat, husband and wife, formerly residents of Edmonds, Snohomish County, Wash., but now residing at Long Beach, Cal., defendants in the above entitled cause and hereby acknowledge the receipt of a copy each of the summons and complaint in the above entitled cause and hereby disclaim any

right, title, interest, or estate, in and to that certain real property claimed by the plaintiff in said cause and which is the subject of this suit and which is fully and particularly described in paragraph three of plaintiff's complaint.

Dated this 22nd day of March 1919.

James Mowat

Isabella Mowat

Of course there is to be no costs against the above named James Mowat and Isabelle Mowat or either of them. It may be well to send them a stipulation to that effect.

Geo. L. Bachman, Attorney

DISCLAIMER & ACKNOWLEDGMENT OF SERVICE FILED JUN 6 1919

Comes now G. A. Anderson of Edmonds, Wash. defendant in the above entitled cause and hereby acknowledges the receipt of a copy each of the summons and complaint in the above cause and hereby disclaims any right, title, interest, or estate in and to that certain real property described in paragraph three of plaintiff's complaint and which forms the subject of the above entitled action.

Dated this 20th day of March 1919, at Edmonds, Wash.

G. A. Anderson

The undersigned secretary and treasurer of the Mowat Lumber Company, a corporation of the State of Washington having its principal place of business at Edmonds, Snohomish County, Wash., hereby acknowledges upon behalf of said corporation the receipt of a copy each of the summons and complaint in the above entitled action and hereby dis-

17934-12

claims any interest or title in and to the property described in plaintiff's complaint.

Dated at Edmonds, Wash., this 20th day of March, 1919.

G. A. Anderson

Secretary & Treasurer of the Mowat
Lumber Company, a corporation

DISCLAIMER & ACKNOWLEDGMENT OF SERVICE FILED JUN 6 1919

Comes now Russell Mowat and Ethel Mowat, husband and wife, defendants in the above entitled action and hereby acknowledge the receipt of a copy each of the summons and complaint in the above cause and hereby disclaim any right, title, estate or interest, in and to that certain real property described in paragraph three of plaintiff's complaint and which property forms the subject of the above entitled action.

Dated this 22 day of March, 1919.

Russell Mowat

Ethel Mowat

DISCLAIMER FILED JUN 6 1919

Comes now Arthur W. Mowat and Diana Mowat, husband and wife, defendants in the above entitled action and hereby acknowledge the receipt of a copy each of the summons and complaint in the above entitled cause and hereby disclaim any right, title, estate or interest, in and to that certain real property described in paragraph three of plaintiff's complaint and which property forms the subject

17934-13

Dated this 15th day of May, 1919.

Arthur W. Mowat

Diana Mowat

APPEARANCE FILED JUN 6, 1919

Comes now Arthur W. Mowat, Diana Mowat, James Mowat, Isabella Mowat, Russell Mowat, Ethel Mowat, Oliver K. Mowat, Amy S. Mowat, G. A. Anderson and the Mowat Lumber Co., a corporation, and hereby enter their joint appearances herein and disclaim any interest or claim of title in and to the real property described in plaintiff's complaint all of which is more particularly set forth in the attached documents, duly signed by said defendants.

Arthur W. Mowat

Diana Mowat

James Mowat

Isabella Mowat

Russell Mowat

Ethel Mowat

Oliver K. Mowat

Amy S. Mowat

G. A. Anderson

Mowat Lumber Co., a corporation

Attorneys per se.

MOTION FOR DEFAULT FILED JUN 6 1919

NOTICE FILED JUN 6, 1919

To George H. Mowat, defendant, and to his attorney, Louis A. Merrick,
Greeting:

You and each of you are hereby notified that the undersigned attorney for the plaintiff in the above entitled cause will, on Friday, the 6th day of June, 1919, at the hour of 1,30 P.M. or so

sheet no. 101

17934-14

soon thereafter as the judge of the above court can hear the same, move the court for the entry of an order of default herein against said George W. Mowat, defendant, upon the ground and for the reason that said defendant has failed and refused to answer the complaint of the plaintiff within the time required by law.

Dated this 3rd day of June, 1919.

E. L. Turner,

Attorney for Plaintiff

ORDER OF DEFAULT FILED JUN 6, 1919

This action coming regularly before the court for hearing upon the motion of the plaintiff for the entry herein of an order of default herein against the defendants, Spokane Grain Co., a corporation, and George H. Mowat, and it appearing from an examination of the files and records of this cause that personal service has been had upon both of said defendants according to law within the State of Washington and that more than twenty days, exclusive of the day of service, has elapsed since said service and said defendant, Spokane Grain Co. has failed to in any manner enter its appearance herein; and it further appearing to the court that the defendant, George H. Mowat, has entered his appearance herein by demurrer of his attorney, Louis A. Merrick, and that said demurrer has been overruled by the court and that said defendant has refused to further plead in said cause, and the court being fully advised in the premises,

It is here and now ordered and adjudged that the defendants, Spokane Grain Company, a corporation and George H. Mowat, be, and they
sheet no. 102

17934-15

are hereby declared to be in default herein and their default is hereby entered in this cause.

Done in open court this 6th day of June, 1919.

Ralph C. Bell, Judge.

DECREE FILED JUN 6 1919

This cause coming regularly before the court for trial on the sixth day of June, 1919, the plaintiff appearing in court by its president, F. M. Carpenter, and its attorney of record, E. L. Turner, and the defendants appearing not, their defaults or disclaimers having heretofore been entered herein, and the court having made and entered herein its findings of fact and conclusions of law and being fully advised in the premises,

It is here and now ORDERED, ADJUDGED and DECREED, that the plaintiff, A & C Mill Company, a corporation organized under and by virtue of the laws of the State of Washington having its principal place of business in the city of Edmonds, Snohomish County, Washington, is the owner in fee simple of that certain parcel of real property situate in said city, county, and state aforesaid and particularly described as follows:

Commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railroad, now the Great Northern Railway, with the South line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E.W.M; and thence North 41 degrees and 00' East along said right of way line 450 feet as the true point of beginning; thence North 49 degrees

sheet no. 103

and 00' West to a point on the government meander line; thence along said meander line North 51 degrees and 23' East 135.60 feet and North 39 degrees and 28' East 66.64 feet; thence North 49 degrees and 00' East to a point on the westerly line of said railroad right of way; thence South along the westerly line of said right of way to the true point of beginning.

It is further ordered, adjudged and decreed, that the title of said plaintiff is absolute as against the defendants, Arthur W. Mowat and Diana Mowat, husband and wife; James Mowat and Isabella Mowat, husband and wife; Russell Mowat and Ethel Mowat husband and wife; Oliver H. Mowat and Amy S. Mowat, husband and wife; George H. Mowat; G. A. Anderson; Spokane Grain Company, a corporation, and Mowat Lumber Company, a corporation, and said defendants are hereby prohibited and enjoined from asserting any right, title, estate or interest of any nature whatsoever in to the property above described and the title of plaintiff in and to said property is hereby quieted and confirmed.

Done in open court this 6 day of June, 1919.

Ralph C. Bell, Judge.

FINDINGS OF FACT AND CONCLUSIONS OF LAW FILED JUN 6 1919

THIS Action coming regularly before the court for trial upon the 6th day of June, 1919, the plaintiff being represented by its president in person, F. M. Carpenter and its attorney of record, E. L. Turner and none of the defendants appearing, all of them heretofore filed their disclaimers herein excepting the Spokane Grain Co. a corporation, and George H. Mowat, against whom a default has here-

tofore been entered by the court, and the court having heard and received sworn testimony in support of the allegations of the plaintiff's complaint and being fully advised as to the matters therein alleged does here and now make the following findings of fact, to-wit:

1.

That the plaintiff, A & C Mill Company, was, at all times mentioned in its complaint, and now is, a corporation organized and existing under and by virtue of the laws of the State of Washington, having its principal place of business in the City of Edmonds, Snohomish County, Washington, and that it has paid all license fees and dues that are due the State of Washington to date.

2.

That at all times mentioned in plaintiff's complaint the defendants, Arthur W. Mowat and Diana Mowat were, and now are, husband and wife; James Mowat and Isabella Mowat were, and now are, husband and wife; Russell Mowat and Ethel Mowat were, and now are, husband and wife; Oliver K. Mowat and Amy S. Mowat were, and now are, husband and wife; George H. Mowat was, and now is a bachelor; Spokane Grain Co. was, and now is, a corporation of the State of Washington, and the Mowat Lumber Co., was, and now is, a corporation of the State of Washington having its principal place of business in Edmonds, Snohomish County.

3.

That the plaintiff, by virtue of a warranty deed from the de-

fendant, Mowat Lumber Co., a corporation, which deed was received and filed herein by the court as an exhibit, is the owner in fee simple of that certain real property situated in the City of Edmonds, Snohomish County, State of Washington, particularly described as follows:

Commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railroad, now the Great Northern Railway, with the South line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E.W.M. and thence North 41 degrees and 00' East along said right of way line 450 feet as the true point of beginning; thence North 49 degrees and 00' West to a point on the government meander line; thence along said meander line North 51 degrees and 23' East 135.60 feet and North 39 degrees and 28' East 66.64 feet; thence North 49 degrees and 00' East to a point on the westerly line of said railroad right of way; thence South along the westerly line of said right of way to the true point of beginning.

4.

That the aforesaid property was acquired by the plaintiff from said Mowat Lumber Co. on the 8th day of March, 1919, and that said plaintiff has, ever since said date, been in actual, continuous, open and notorious and complete possession of said property and has paid all taxes due upon said property at the time of said conveyance. That the defendant, Mowat Lumber Co., acquired said property by deed from James Mowat, George Mowat, and Russell Mowat, three of the defendants in this case named, on the 11th day of January, 1906, which deed is

found recorded in volume 95 of deeds at page 153 of the records of the auditor of Snohomish County, Wash., and that said defendant company remained in open, notorious, actual and continuous possession of said property and paid all taxes levied upon the same up until the time said property was conveyed by said defendant company to plaintiff as aforesaid.

5.

That said property aforesaid was acquired by the grantors aforesaid of the Mowat Lumber Co. from the defendants Arthur Mowat and Diana Mowat, his wife, and from one James M. Gephart, a bachelor, said instruments conveying said property being of record in the office of the auditor of Snohomish County, Wash., in volume 87 of deeds at page 402 and in volume 67 of deeds at page 250.

6.

That by reason of the carelessness of the scribes in preparing the deeds conveying said property from plaintiff's predecessors to plaintiff's grantor, erroneous descriptions of said property above described were used in said instruments aforesaid and also by reason of the carelessness of the scribes the various grantors named in said deeds were not described as to their marital status at the time said deed were executed. That the true and correct description of the property sought to be conveyed by the instruments above noted is the description set forth in paragraph three of plaintiff's complaint.

7.

That also by reason of carelessness upon the part of the scriv-

ener who prepared the deed conveying the above property to the defendant, Mowat Lumber Co., from James, George, and Russell Mowat, which deed is shown of record in volume 95 of deeds at page 153, the name of the grantee was designated as Mowat Lumber Company, incorporated. That said appellation of the term "incorporated" was incorrect, erroneous, and misleading and that the real party and grantee meant to be named in said deed was plaintiff's grantor, Mowat Lumber Company, a corporation organized and existing under and by virtue of the laws of the State of Washington and heretofore described as one of the defendants in this action. this 5th day of June, 1919.

8.

Ralph G. Bell, Judge.

That the carelessness of the scriveners above noted has case clouds upon the title of plaintiff in and to the property above described and of record the defendants named in the caption of this cause seemingly have some right, title, interest, or estate, in and to said property, but the court finds as a matter of fact and law that none or any of said defendants have any right, title, estate, or interest of any kind or nature whatsoever in and to said property and that the plaintiff is the absolute owner of the same in fee simple.

9.

That the defendants, Spokane Grain Co. and G. A. Anderson, have judgments of record against the defendant, George H. Mowat, but the same are in no manner a lien upon the property above described and belonging to plaintiff.

AND AS CONCLUSIONS OF LAW FROM THE FOREGOING FINDING OF FACT,

17934-21

THE COURT CONCLUDES.

That the plaintiff is entitled to a judgment and decree of this court herein correcting and reforming the erroneous descriptions contained in the deeds heretofore mentioned and enjoining the defendants, and each of them, from asserting any right, title, estate or interest in and to the property above described and quieting plaintiff's title in and to said property.

Done in open court this 6th day of June, 1919.

Ralph C. Bell, Judge.

commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railway, now the Great Northern Railway, with the South line of Lot 2, Section 28, Twp. 27, North of Range 3 East S.E.; thence North 41° and 00' East along said right of way line, 430 ft. to true point of beginning; thence North 49° and 00' East to a point on the Government Meander line; thence North 47° and 32' East 319.63 ft., more or less, to the inner harbor line; thence North 45° and 00' East 175.23 feet along said inner harbor line to a point; thence South 61° and 57' East 330.24 feet to a point on the Government Meander line; thence North 49° East to the right of way line on the westerly side of said Great Northern Railway, at a point 200 feet westerly of the point of beginning; thence South 41° and 00' East along said right of way line to the true point of beginning.

(Corporate Seal)

109

Inst. No. 69

Office No. 657

Mowat Lumber Company, a
corporation, By Russell Mowat,
President By G. A. Anderson,
Secretary.

to

A. & C Mill Company, a cor-
poration.

Deed.

Dated March 8, 1919

Filed May 1, 1919, 9:52 A.M.

Vol. 185 Deeds, page 568.

Consideration \$4500.00

\$4.50 rev. stamps cancelled.

First party conveys and warrants to second party, land in Snohomish
County, Washington, described as:

commencing at the intersection of the westerly line of the right
of way of the Seattle & Montana Railway, now the Great Northern Railway,
with the South line of Lot 2, Section 23, Twp. 27, North of Range 3 East
W.M.; thence North 41° and 00' East along said right of way line, 450 ft as
true point of beginning; thence North 49° and 00' West to a point on the
Government Meander line; thence North 47° and 32' West 319.63 ft, more
or less, to the inner harbor line; thence North 45° and 00' East 175.13
feet along said inner harbor line to a point; thence South 61° and 57'
East 350.26 feet to a point on the Government meander line; thence South
49° East to the right of way line on the westerly side of said Great
Northern Railway, at a point 200 feet northeasterly of the point of
beginning; thence Southly along said West line of said right of way to
the true point of beginning.

(Corporate Seal)

Ack. March 8, 1919, before Edward L. Turner, Notary Public in and for
Washington, residing at Edmonds, by said officers for said corporation.

(Seal, Con. Ex. Mar. 25, 1919)

Sheet no. 110

Inst. No. 63

Office No. 519

Russell Mowat and Ethel
Mowat, husband and wife

to

A & C Mill Company, a
corporation.

Quit Claim Deed.

Dated March 26, 1919

Filed Jun. 6, 1919, 3:05 P.M.

Vol. 163 Deeds, page 453.

Consideration \$1.00

First party conveys and quit claims to second party, lands in
Snohomish County, Washington, described as:

Commencing at the intersection of the Westerly line of the right
of way of the Seattle & Montana Railroad, now the Great Northern Rail-
way, with the South line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. W. M. and
thence North 41° and 00' East along said right of way line 450 feet as
the true point of beginning; thence North 49° and 00' West to a point
on the government meander line; thence along said meander line North 51°
and 23' East 135.60 feet and North 39° and 28' East 66.64 feet; thence
North 49° and 00' East to a point on the Westerly line of said railroad
right of way; thence South along the Westerly line of said right of way
to the true point of beginning.

Ack. March 22, 1919, before E. K. Wyckoff, Notary Public in and
for Washington, residing at Port Townsend.

(Seal, Com. Ex. Jan. 27, 1923)

sheet no. 111

Inst. No. 64

Office No. 520

Arthur W. Mowat and Diana Mowat,
husband and wife

to

A & C Mill Company, a corporation.

. Quit Claim Deed.

Dated May 15, 1919

Filed Jun. 6, 1919, 306 P.M.

Vol. 163 Deeds, page 454.

Consideration \$1.00

First party conveys and quit claims to second party, lands in
Snohomish County, Washington, described as:

Commencing at the intersection of the Westerly line of the right of
way of the Seattle & Montana Railroad, now the Great Northern Railway
with the South line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. W.M., and
thence North 41° and 00' East along said right of way line 450 feet as
the true point of beginning; thence North 49° and 00' West to a point
on the government meander line; thence along said meander line North 51°
and 23' East 135.60 feet and North 39° and 28' East 66.64 feet; thence
North 49° and 00' East to a point on the Westerly line of said railroad
right of way; thence South along the Westerly line of said right of way
to the true point of beginning.

Arthur W. Mowat
Diana Mowat

Ack. May 15, 1919, before L. B. McLellan, Notary Public in and for
Province of British Columbia, by Arthur Ward Mowat and Diana Mowat,
husband and wife.

(Seal, Com. Ex.- - -)

sheet no. 112

Inst. No. 65

Office No. 521.

Oliver K. Mowat and Amy - Mowat,
husband and wife,

Quit Claim Deed.

to

Dated March 24, 1919.

A & C Mill Company, a corporation.

Filed Jun. 6, 1919, 3:07 P.M.

Vol. 163 Deeds, page 455.

Consideration \$1.00

First party conveys and quit claims to second party, lands in
Snohomish County, Washington, described as:

Commencing at the intersection of the Westerly line of the right of
way of the Seattle & Montana railroad, now the Great Northern Railway,
with the South line of Lot 2, Sec. 23, Twp. 27 North Range 3 E. W. M.
and thence North 41° and 00' East along said right of way line 450 feet
as the true point of beginning; thence North 49° and 00' West to a point
on the government meander line; thence along said meander line North 51°
and 23' East 135.60 feet and North 39° and 28' East 66.64 feet; thence
North 49° and 00' East to a point on the Westerly line of said railroad
right of way; thence South along the Westerly line of said right of way
to the true point of beginning.

Oliver K. Mowat
Amy S. Mowat.

Ack. March 24, 1919, before Robert M. Banham, Justice of Peace in
and for Dominion of Canada, residing at Powell River, B. C., by Oliver
K. Mowat and Amy - Mowat, husband and wife.

(Seal)

sheet no. 113

Inst. No. 66

Office No. 522

James Mowat and Isabella Mowat,
husband and wife

to

A & C Mill Company, a corporation.

Quit Claim Deed.

Dated March 22, 1919.

Filed Jun. 6, 1919, 3:08 P.M.

Vol. 163 Deeds, page 456.

Consideration \$1.00

First party conveys and quit claims to second party, lands in
Snohomish County, Washington, described as:

Commencing at the intersection of the Westerly line of the right of
way of the Seattle & Montana Railroad, now the Great Northern Railway,
with the South line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. W. M. and
thence North 41° and 00' East along said right of way line 450 feet as
the true point of beginning; thence North 49° and 00' West to a point
on the government meander line; thence along said meander line North 51°
and 23' East 135.60 feet and North 39° and 28' East 66.64 feet; thence
North 49° and 00' East to a point on the Westerly line of said railroad
right of way; thence South along the Westerly line of said right of way
to the true point of beginning.

Ack. March 22, 1919, before Geo. L. Bachman, Notary Public in and
for Los Angeles County, the State of California, residing at Long Beach.

(Seal)

sheet no. 114

Inst. No. 67

Office No. 365

A & C. Mill Company, a corporation,
L. A. Carpenter
Vice President F. M. Carpenter
Secretary

to

Fred A. England

Mortgage.

Dated April 28, 1919

Filed Jun. 6, 1919, 8:52 A.M.

Vol. 105 Mtgs. page 375.

Consideration \$3500.00

This mortgage secures the payment of \$3500.00 evidenced by one certain promissory note of even date herewith, bearing interest at 8% per annum, payable quarterly.

Mortgages lands in Snohomish County, Washington, described as:

Commencing at the intersection of the westerly line of the right of way of the Seattle & Montana Railway, now the Great Northern Railway with the south line of lot 2 section 27, twp. 27 North or Range 3 East W. M., thence north 41° and 00' East along said right of way line 450 feet to true point of beginning; thence North 49° and 00' West to a point on the Government meander line thence north 47° and 32" West 319.63 feet more or less, to the inner harbor line; thence North 45° and 00' East 175.13 feet along said inner harbor line to a point; thence south 51° and 57' East 530.26 feet to a point on the Government meander line; thence south 49° East to the right of way line of the westerly side of said Great Northern Railway, at a point 200 feet northeasterly of the point of beginning, thence southerly along said westerly line of said right of way to the true point of beginning.

This Mortgage shall also stand as security for any further or future sheet no. 115

advances which the party of the second part may make to the party of the first part, together with interest thereon at a like rate.

First party agrees to pay all taxes, assessments and insurance charges, on default in payment of principal or interest as provided by said note, said land may be sold according to law.

(Corporate Seal)

Ack. April 28th, 1919, before Joseph E. Alexander, Notary Public in and for the State of Washington, residing at Seattle, by said officers for said corporation.

(Seal, Com. Ex. Jan. 25, 1923)

We further certify that there are no unsatisfied judgments entered against any grantees named in the within instrument affecting the title to the said property, as shown by the judgment indices of the Superior Court of the State of Washington, in and for Snohomish County, since February 10th 1919 at 9 o'clock A.M. to date of this certificate. No statement is made as to the judgments indicated in the preceding certificate, as Case No. 17934 forecloses the same.

We further certify that there are no taxes, rents due or sold promises, or unsatisfied claims thereon for delinquent taxes shown by the official tax rolls of said County in the office of the Treasurer thereof, since February 10, 1919 at 9 o'clock A.M. to date of this certificate. Taxes shown in preceding certificate are fully paid.

(Except any personal taxes due or to be paid for the year of 1919) We do not certify as to any taxes or claims due for improvements on said property shown by the records of the City of Everett.

All since the date of the last preceding certificate, to-wit: February 10th 1919 at 9 o'clock A.M. to and including this twentieth day of June, nineteen hundred and nineteen (1919) at eight (8) o'clock A.M.

117 *Thompson & Co.*

-- Certificate of Continuation --

We hereby certify that we have added to the foregoing abstract of title instruments numbered 507 to 651 consisting of 200 sheets, and the same shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County, affecting the title to the following described real property, to-wit:

Commencing at a corner on the West boundary line of the Seattle & Montana Railway (now the Great Northern Railway) where the same intersects the South boundary line of Lot two (2), Section 23, Township 27 North of range 3 East W.M. thence north along the said West boundary line for 450 feet to the true point of beginning, thence North along said boundary line 200 feet, thence North 49° West to the Government meander line, thence southerly along the said meander line to a point which bears North 49° West from the true point of beginning, thence Easterly to the true point of beginning and all the tide lands lying in front of and adjacent to the above described tract, situated in Snohomish County, State of Washington.

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to the said property, as shown by the judgment indices of the Superior Court of the State of Washington, in and for Snohomish County, since February 10th 1919 at 8 o'clock A.M. to date of this certificate. No statement is made as to the judgments indicated in the preceding certificate, as Case No. 17934 forecloses the same.

We further certify that there are no taxes coming due on said premises, or unredeemed sales thereof for delinquent taxes shown by the official tax rolls of said County in the office of the Treasurer thereof, since February 10, 1919 at 8 o'clock A.M. to date of this certificate. Taxes shown in preceding certificate are fully paid.

(Except any personal taxes due or to become due for the year of 1919)

We do not certify as to any taxes or assessments for local improvements on said property shown by the records of the city of Edmonds.

All since the date of the last preceding certificate, to-wit: February 10th 1919 at 8 o'clock A.M. to and including this twentieth (20) day of June, nineteen hundred nineteen (1919) at eight (8) o'clock A.M.

ANDERSON GUARANTEE ABSTRACT COMPANY

By

Theodor Anderson

14435 117

Inst. No. 68

Office No. 394

Fred A. England

Release

to

Dated June 18, 1919

A. & C. Mill Company, a

Filed Jun. 25, 1919, 2.30 P.M.

corporation

Vol. 105 Mtgs. page 413

Certifies that a mortgage executed by second party to first party herein to secure the payment of \$3500.00 dated April 28, 1919 and recorded in Vol. 105 mortgages page 375 records of Snohomish County, Washington, and describes lands as:

Commencing at the intersection of the Westerly line of the right of way of the Seattle & Montana Railway, now the G.N. with the South line of Lot 2, Sec. 23, Twp. 27 N.R. 3 E.W.M. thence North 41° 00' East along said right of way line 450 feet as true point of beginning; thence North 49° 00' West to a point on the Government meander line; thence North 47° 32' West 319.63 feet more or less to the inner harbor line; thence North 45° 00' East 175.13 ft. along said inner harbor line to a point, thence South 51° 57' East 330.26 feet to point on Government meander line; thence South 49° East to right of way on Westerly side of G.N. Railway at a point 200 ft. Northeasterly of point of beginning, thence Southerly along said Westerly line of said right of way to point of beginning situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

Ack. June 18, 1919 before Joseph B. Alexander, Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Ex. Jan. 23, 1923)

sheet no. 118

Inst. No. 69

Office No. 403

The A. & C. Mill Company, a
corporation, By F.M. Carpenter,
President, Ina Bettinger,
Secretary

Mortgage

Dated June 12th 1919

Filed June 25, 1919, 2.31 P.M.

to

Vol. 105 Mtgs. page 414

State Bank of Edmonds, a corpor-
ation

This mortgage secures the payment of Five Thousand Dollars payable \$1500. in six months; \$1500. in one year; \$1000. in two years and \$1000 in 3 years, evidenced by ten certain promissory notes of even date herewith, bearing interest at 8 per cent per annum until paid.

Mortgages lands in Snohomish County, Washington, described as:

Commencing at the intersection of the Westerly line of the right of way of the Seattle and Montana Railroad, now the G.N. Railway, with the South line of Lot 2, Sec. 23, Twp. 27 N.R. 3 E.W.M., ^{and} thence North 41° 00' East along said right of way line 450 feet as the true point of beginning; thence North 49° 00' West to a point on the government meander line; thence along said meander line North 51° 23' East 135.60 feet and North 39° 28' East 66.64 feet; thence North 49° 00' East to a point on the Westerly line of said railroad right of way thence South along the Westerly line of said right of way to the true point of beginning, Also,

Commencing at the intersection of the Westerly line of the right of way of the Seattle and Montana Railroad with the South line of Lot 2 Sec. 23, Twp. 27 N.R. 3 E. of the W.M.; thence North 41° 00' East along said right of way line 450 feet; thence North 49° 00' West to a sheet no. 119

105 Mtgs. 414-2

point on the government meander line which is the true point of beginning; thence along said meander line North $51^{\circ} 23'$ East 135.60 feet and North $39^{\circ} 28'$ East 66.64 feet; thence North $51^{\circ} 57'$ West 330.26 feet to a point on the inner harbor line; thence South $45^{\circ} 00'$ West along said inner harbor line 175.13 feet; thence South $47^{\circ} 32'$ East 319.63 feet, more or less, to the true point of beginning, containing 1.42 acres more or less, according to the official map of Edmonds Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

(Corporate Seal)

Ack. June 12th 1919 before Edward L. Turner, Notary Public in and for Washington, residing at Edmonds, by said officers of above corporation as its act and deed.

(Seal, Com. Ex. Mar. 25, 1923)

70

Articles of Incorporation
of
State Bank of Edmonds.

Dated June 14, 1907.

Filed June 15, 1907, 10.46 a m.

Auditor's Vault No. 1290.

Recites that Theo. A. Lipke, W. H. Schumacher and R. W. Schumacher, do associate themselves together for the purpose of forming a banking corporation under the laws of the State of Washington.

The name of said Corporation shall be "State Bank of Edmonds". The place of business shall be Town of Edmonds, Snohomish County, Washington.

The objects of this corporation are to carry on a general commercial banking business, to receive deposits, negotiate for, and discount, promissory notes and other evidences of indebtedness, to buy and sell exchange, to loan money on real and personal security, to lease, hold, purchase and convey all real and personal property necessary.

Capital stock shall be \$15,000. The term of existence shall be Fifty years.

Ack. June 14, 1907, before Zophar Howell 3rd. a Notary Public in and for Washington, residing at Edmonds. (Seal, Com. Ex. Oct. 29, 1910)

121

Inst. No. 71

State Bank of Edmonds, a
corporation, By Ira E. Williams
President, Attest: H.V. Allen,
Cashier

to

A & C Mill Company---

Release

Dated Sept. 14th 1921

Filed Sept. 15th, 1921, 2.35 P.M.

Vol. 180 mm 558.

File No. 289147

Certifies that a certain mortgage bearing date the 12th day of June, 1919, made and executed by second party herein to first party herein, recorded in volume 105 of Mortgages, on page 414, mortgaging the following lands:

Commencing at the intersection of the westerly line of the right of way of the Seattle and Montana Railroad, now the Great Northern Railway, with the South line of Lot 2, Sec. 23, Twp. 27 N.R. 3 E.W.M., and thence North 41° 00' East along said right of way line 450 feet as the true point of beginning; thence North 49° 00' west to a point on the government meander line; thence along said meander line North 51° 23' East 135.60 feet and North 39° 28' East 66.64 feet; thence North 49° 00' East to a point on the westerly line of said railroad right of way; thence South along the westerly line of said right of way to the true point of beginning.

Also: Commencing at the intersection of the westerly line of the right of way of the Seattle and Montana Railroad with the South line of Lot Two, Sec. 23, Twp. 27 N. R. 3 E.W.M.; thence North 41° 00' East along said right of way line 450 feet; thence North 49° 00' West to a point on the government meander line which is the true point of beginn-

sheet no. 72

ing; thence along said meander line North 51° 23' East 135.60 feet and North 39° 28' East 66.64 feet; thence North 51° 57' West 330.26 feet to a point on the inner harbor line; thence South 45° 00' West along said inner harbor line 175.13 feet; thence South 47° 32' East 319.63 feet, more or less, to the true point of beginning, containing 1.42 acres, more or less, according to the official map of Edmonds Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

(Corporate Seal)

State Bank of Edmonds, Edmonds, Wash.
By Ira E. Williams, President
Attest: H. V. Allen, Cashier

Ack. September 14th 1921 before Edward L. Turner, Notary Public in and for the State of Washington, residing at Edmonds by Ira E. Williams and Harry V. Allen, President and cashier respectively of the corporation above mentioned, as its act and deed.

(Seal, Com. Ex. Mar. 25, 1923)

Inst. No. 72

A & C Mill Company, a corporation
By F. M. Carpenter, President
By Ina Bettinger, Secretary
By R.H. Carpenter, Treasurer

Real Estate Mortgage
Dated
September 14th 1921

Filed Sept. 15th, 1921, 2.36 P.M.

Vol. 130 mg 559

File No. 289148

to
State Bank of Edmonds -----

Mortgages the following lands in Snohomish County, Washington,
described as:

Commencing at the intersection of the westerly line of the right
of way of the Seattle & Montana Railroad, now the Great Northern Rail-
way, with the South line of Lot 2, Sec. 23, Twp. 27 N.R. 3 E.W.M. and
thence North 41° 00' East along said right of way line 450 feet as the
true point of beginning; thence North 49° 00' West to a point on the
government meander line; thence along said meander line North 51° 23'
East 135.60 feet and North 39° 28' East 66.64 feet; thence North 49° 00'
East to a point on the westerly line of said railroad right of way; thence
South along the westerly line of said right of way to the true point
of beginning.

Also: Commencing at the intersection of the westerly line of the
right of way of the Seattle and Montana Railroad with the South line of
Lot 2, Sec. 23, Twp. 27 N.R. 3 E.W.M. thence North 41° 00' East along
said right of way line 450 feet; thence North 49° 00' West to a point
on the government meander line which is the true point of beginning;
thence along said meander line North 51° 23' East 135.60 feet and
North 39° 28' East 66.64 feet; thence North 51° 57' West 330.26 feet
to a point on the inner harbor line; thence South 45° 00' West along
sheet no. 124

said inner harbor line 175.13 feet; thence South 47° 32' East 319.63 feet, more or less, to the true point of beginning, containing 1.42 acres, more or less, according to the official map of Edmonds Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Together with the privileges, tenements, hereditaments and appurtenances thereunto belonging or appertaining and hereby releasing all rights therein as a part of the consideration hereof to secure the payment of the principal sum of \$8000.00 payable in sixteen equal ninety day installments of \$500.00 each beginning on the 14th day of December 1921, with interest thereon at the rate of 8% per annum from date until maturity and after maturity or on default at the rate of 10% per annum until paid, interest payable quarterly, this debt being evidenced by sixteen principal and 136 coupon interest notes executed by the mortgagor to the mortgage of even date herewith.

First party agrees to pay all taxes, assessments and insurance charges. In case of default in the payment of the principal or interest thereon said lands may be sold according to law. Also provides for personal deficiency judgment.

(Corporate Seal)

Ack. Sept. 14th 1921 before Edward L. Turner, Notary Public in and for Washington, residing at Edmonds by officers of above corporation as its act and deed.

(Seal, Com. Ex. Mar. 25, 1923)

Inst. No. 73

A & C. Mill Company, a corporation,
By F. M. Carpenter, President,
By Ina Bettinger, Secretary,
By R.H. Carpenter, Treasurer

to

State Bank of Edmonds ---

Chattel Mortgage

Dated Sept. 14th 1921

Filed Sept. 15th, 1921, 2.37 P.M.
Recorded Sept. 15th 1921, 2.37 P.M.
Vol.

File No. 289149

This mortgage is given as addition security with a certain real estate mortgage executed by said mortgagor for the payment to said mortgagee of the principal sum of Eight Thousand Dollars, payable in sixteen equal quarterly installments of \$500.00 each beginning December 14, 1921, with interest thereon at the rate of eight per cent per annum before maturity and ten percent per annum after maturity until paid according to the terms and conditions of sixteen mortgage coupon interest notes of even date herewith in the sum of \$500.00 each and payable to the order of said mortgagee.

Mortgages all that certain personal property situated and located in and about the shingle manufacturing plant of the said mortgagor on the waterfront at Edmonds, Snohomish County, Wash., and which is particularly described as follows:

One steam 16 ft. boiler and 72 in. diameter; one 60 ft. smoke stack and 42 in. in diameter; one 12 x 4 steam engine; one upright engine with 35 lights dynamo; one iron boiler 10 ft. long and 42 in. in diameter and all steam pipe and connections connected with the above machinery including valves and fixtures complete; one Sumner

sheet no. 126

cut-off rig complete and one 84 in. saw; one steam splitter and saw complete; one large gummer; one McCan gummer; five elevators and shafting boxes and chains complete; 3 lines of shafting and boxes and pulleys complete; 33 belts for mill and 7 packing frames; one steam press and steam hose and 45 pair of dry kilntrucks; one log jack complete and 200 ft. $1\frac{1}{2}$ in. chain; 100 ft. transfer track and steel rollers; five Sumner shingle machines and 5 clipper machines; 10 shingle saws and 10 clipper saws; one brick burner and grates complete; 3 dry kilns; 10,000 ft. $1\frac{1}{4}$ dry kiln pipe; 1000 ft. of $1\frac{1}{2}$ in. dry kiln pipe; 1000 ft. 1 in. dry kiln pipe; 6 steam heaters; 3 dry kilns (North Coast) 3 rolls of automatic sprinklers; all tools and implements.

In case of default in the payment of the principal or interest as provided by said note, said lands may be sold according to law.

(Corporate Seal)

(Attached is Affidavit of Good Faith)

Ack. Sept. 14th 1921 before Edward L. Turner, Notary Public in and for the State of Washington, residing at Edmonds, by officers of above corporation, as its act and deed.

(Seal, Com. Ex. Mar. 25, 1923)

---Certificate of Continuation---

We hereby certify that we have added to the foregoing abstract of title instruments numbered 68 to 73 consisting of 10 sheets, and the same shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County, affecting the title to the following described real property, to-wit:

Commencing at a corner on the West boundary line of the Seattle & Montana Railway (now the Great Northern Railway) where the same intersects the South boundary line of Lot 2 Section 23 Township 27 North of Range 3 East W.M. thence north along the said West boundary line for 450 feet to the true point of beginning, thence North along said boundary line 200 feet, thence North 49° West to the Government meander line, thence southerly along the said meander line to a point which bears North 49° West from the true point of beginning, thence Easterly to the true point of beginning and all the tide lands lying in front of and adjacent to the above described tract, situated in Snohomish County, State of Washington.

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to the said property, as shown by the judgment indices of the Superior Court of the State of Washington, in and for Snohomish County, since June 20th 1919 at 8 o'clock A.M. to date of this certificate.

We further certify that there are no taxes coming due on said premises, or unredeemed sales thereof for delinquent taxes shown by the official tax rolls of said County in the office of the Treasurer thereof, since June 20th 1919 at 8 o'clock A.M. to date of this certificate. Taxes for the year 1920 are fully paid by Receipt No. 30581 but not yet indexed in the office of the County Treasurer.

(Except any personal taxes due or to become due for the year 1921)

We do not certify as to any taxes or assessments for local improvements on said property shown by the records of the city of Edmonds.

All since the date of the last preceding certificate, to-wit:
June 20th 1919 at 8 o'clock A.M.----to and including this fifteenth (15) day of September, nineteen hundred twenty-one (1921) at 2.37 P.M.

ANDERSON GUARANTEE ABSTRACT CO.

By

Theodor Anderson

17700

128

Inst. No 74

Office No. 445

John Kallstrom--

Bill of Sale

to

Dated May 26, 1922

Tyee Shingle Co. A partnership

Filed May 27, 1922, 10.23 A.M.

Vol. 206 Deeds, page 302.

Cons. \$1.00

First party grants, bargains, sells and demises to second party, heirs and assigns, personal property now located at Edmonds in Snohomish County, Washington, described as:

All of my intrest in what is known as the Tyee Shingle Company A Co-Partnership, Including Machinery Shingles now Manufactured and on hand in Kiln or otherwise, and all my Equity in Shingle Mill Building and any land now owned by the said Tyee Shingle Co. or any that is now being paid for on contract by said Tyee Shingle Co.

Covenants of General Warranty.

John Kallstrom.

Ack. May 26, 1922, before J. E. Wilson, Notary Public in and for Washington, residing at Edmonds, by ---Kallstrom--

(Seal, Com. Ex. Sept 18, 1925)

129

Inst. No. 75

Office No. 616

A. A. Murphy--

to

H. E. Carpenter

Bill of Sale

Dated May 31, 1922

Filed June 2, 1922, 9.41 A.M.

Vol. 205 Deeds, page 388

Cons. \$1.00

First party grants, bargains, sells and demises to second party, personal property now located at Edmonds, in Snohomish County, Washington, described as:

All of his title and Intrest, Which is one Fourth intrest in what is known as the Tyce Shingle Company, a Partnership.

This bill of Sale covers all his intrest in said Tyce Shingle Co's Shingle Mill and any and all timber which said Shingle Co., may have or hold an Intrest in or any Shingles now on hand manufactured by said Shingle Co., also waving any and all Labor claines I may now have against said Shingle Co., or any other claim I may have or hold an intrest in said shingle Co.

Covenant of General Warranty.

Ack. May 31, 1922, before J. E. Wilson Notary Public in and for Washington residing at Edmonds.

(Seal, Com. Ex. Sept. 18, 1925)

130

---Certificate of continuation---

we hereby certify that we have added to the foregoing abstract of title instruments numbered 74 to 75 consisting of 2 sheets, and the same shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County; affecting the title to the following described real property, to-wit:

Commencing at a corner on the West boundary line of the Seattle & Montana Railway (now the Great Northern Railway) where the same intersects the South boundary line of Lot 2 Section 23 Township 27 North of Range 3 East W.M. thence north along the said West boundary line for 450 feet to the true point of beginning, thence North along said boundary line 200 feet, thence North 49° West to the Government meander line, thence southerly along the said meander line to a point which bears North 49° West from the true point of beginning, thence Easterly to the true point of beginning and all the tide lands lying in front of and adjacent to the above described tract, situated in Snohomish County, State of Washington.

Except any and all public highways or railroad right of ways, if any there be, now located over and across said above described premises.

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to the said property, as shown by the judgment indices of the Superior Court of the State of Washington, in and for Snohomish County, since September 15th 1921 at 2.37 P.M. to date of this certificate.

We further certify that there are no taxes coming due on said premises, or unredeemed sale thereof for delinquent taxes shown by the official tax rolls of said County in the office of the Treasurer thereof, since September 15th 1921 at 2.37 P.M. to date of this certificate. Except taxes for the year 1921 being \$75.37, and interest thereon. Except personal taxes of the A & C Mill Co. being \$152.10 and interest thereon, being personal taxes for the year 1921.

(Except any personal taxes due or to become due for the year 1922)

All since the date of the last preceding certificate, to-wit: September 15th 1921 at 2.37 P.M. ----- to and including this twentieth (20) day of June, nineteen hundred twenty-two (1922) at eight (8) o'clock A.M.

ANDERSON GUARANTEE ABSTRACT CO.

By

Theodor Anderson

18469

131

Inst. No. 76a

Office No. 755

H. E. Carpenter, Charles
Boshart and M. G. Callahan,
doing business under the firm
name of Tyee Shingle Co.
Co-partners

to

Bertha Traver

Warranty Deed

Dated April 2, 1925

Filed Oct. 30, 1925, 8.50 A.M.

Vol. 226 Deeds, page 550

Cons. \$3000.00

\$3.00 rev stamps con.

First party conveys and warrants to second party lands in
Snohomish County, Washington, described as:

Beginning at the point of intersection of the South line of Lot
2 Sec. 23, Twp. 27 N. R. 3 E. W. M. with the line of the Westerly
side of the right of way of the Seattle and Montana railway,
(now Great northern railway) running thence Northerly along said
line of the Westerly side of said right of way, a distance of 50 feet;
thence at reght angles of said line to the meander line of the waters
of Puget Sound, thence Southwesterly along said meander line to said
South line, Lot 2 to the place of beginning, together with such
buildings and machinery as was on said property on Dec. 12th, 1921.

H. E. Carpenter

Chas. Boshart

M. G. Callahan

132a

755-2

Ack. Apr. 2, 1925, before J. E. Wilson, Notary Public in and
for Washington, residing at Edmonds, Washington. By H. E. Carpenter,
Charles Boshart and M. G. Callahan.

(Seal, Com. Ex. sept. 10, 1929)

1326

Inst. No. 77

Office No. 619

A & C Mill Co. a corporation
by F.M. Carpenter, its President
and Ina Bettinger, its Secretary

Contract

Dated June 17, 1922

Filed May 28, 1925, 3.50 P.M.

Vol. 223 Deeds, page 523

to

Edmonds Mutual Mill Co. a corporation,
by Joseph D. Schuster
its President, and Fred M.
Belden, its Secretary

A MUTUAL AGREEMENT TO MODIFY A CONTRACT HEREINAFTER DESCRIBED

For and in consideration of mutual benefits to be derived by both parties hereto from this agreement, we the undersigned, parties of that certain contract made on the 17th day of June 1922 by and between A & C Mill Co. a corporation and the Edmonds Mutual Mill Co. a corporation have agreed to modify paragraph 6, page 2 of said contract to read as follows:

"The second party will pay the first party 6 cents (instead of ten (10) cents) per thousand on the shingle cut of the mill until the entire purchase price is paid. Provided, that there shall be a minimum payment of not less than \$2500. per annum including said payment of 6 per cent per annum excepting on obligations now outstanding against the property, amounting to \$12000. which is payable in accordance with the terms and agreements entered by the A & C Mill Co. amounting to \$12,000. which shall bear interest at the rate of eight per cent. This contract to be in force on May 1st, 1924.

Dated May 23, 1924.

Edmonds Mutual Mill Company
By R.H. Schiller, Present
By H.M. Bigelow, Secretary

A & C Mill Co.
By F.M. Carpenter, Present
Ina L. Bettinger, Secretary

sheet no. 133

223 Deeds 523-2

(A & C Mill Co. corporate Seal)

Deposited with State Bank of Edmonds as security to a note for \$3000 made by Edmonds Mutual Shingle Co. and our interest herein is hereby assigned to the State Bank of Edmonds for that purpose.

The A & C Mill----

A & C. Mill Co. a corpor- F.M. Carpenter, Pres.
ation, by F.M. Carpenter, Its
President and Ina Bettinger, Its
Secretary

Dated June 17, 1922

to
Edmonds Mutual Mill Co. a corpor-
ation, by Joseph D. Schuster, Its President,
and Fred M. Belden, Its Secretary

First party agrees to sell to second party, lands in Snohomish County, Washington, described as:

Commencing at the intersection of the Westerly line of the right of way of the Seattle and Montana Railroad, now the Great Northern Railway, with the South line of Lot 2, Sec. 23 Twp. 27 N.R. 3 E.W.M. and thence North 41° 00' East along said right of way line 450m feet as the true point of beginning; thence North 49° 00' West to a point on the government meander line; thence along said meander line North 51° 23' East 135.60 feet and North 39° 28' East 66.64 feet; thence North 49° 00' East to a point on the Westerly line of said railroad right of way; thence South along the Westerly line of said right of way to the true point of beginning, also

Commencing at the intersection of the Westerly line of the right of way of the Seattle & Montana Railroad with the South line of Lot 2, Sec. 23 Twp. 27 N.R. 3 E.W.M. thence North 41° 00' East along said sheet no. 134

right of way line 450 feet; thence North 49° 00' West to a point on the government meander line which is the true point of beginning; thence along said meander line North 51° 23' East 135.60 feet and North 39° 28' East 66.64 feet; thence North 51° 57' West 330.26 feet to a point on the inner harbor line; thence South 45° 00' West along said inner harbor line 175.13 feet; thence South 47° 32' East 319.63 feet, more or less to the trye point of beginning, containing 1.42 acres more or less, according to the official map of Edmonds Tide lands on file in the office of the Commissioner of Public lands at Olympia, Washington together with shingle mill thereon, including all shed, kilns, and other yuilldings or structures on said lands; also all tools, machinery, engines and equipment of any kind contained in said buildings or structures or on said premises, it being the intention to include all property on said lands and premises used or useful in the operation of said shingle mill, or in any way appurtenant thereto, for \$24,000.00. The second party will pay the first party ten cents per thousand on the shingle cut of the mill until the entire purchase price is padi, provided, that there shall be a minimum payment of not less than \$4000. per annum including said payment of ten cents per thousand shingle, with 6 per cent. interest per annum on all deferred payments and deed is to issue when fully paid for according to the terms herein. (Other conditions)

Second party agrees to pay all taxes, assessments and insurance charges. Time is the essence of this contract, and in case second party defaults in any of the terms herein, the first party may rescind this

contract and retain all moneys paid thereon as liquidated damages.

(No corporate seal shown)

Ack. June 17, 1922, before O. L. Miller, Notary Public in and for Washington, residing at Seattle, by said officers of said A & C Mill Co. as its act and deed.

(Seal, Com. Ex. Nov. 16, 1925)

Ack. June 17, 1922, before O.L. Miller, Notary Public in and for Washington, residing at Seattle, by said officers of said Edmonds Mutual Mill Co. a corporation as its act and deed.

(Seal, Com. Ex. Nov. 16, 1925)

Inst. No. 78

Articles of Incorporation

of

Edmonds Mutual Mill Company

Dated June 14, 1922

Filed June 21, 1922, 2.10 P.M.

File No. 2628

Recites that Daniel Lafontaine, Fred M. Beldon, G.G. French, and Oscar H. McGill, citizens of the State of Washington, and of the United States, have associated themselves together for the purpose of forming a corporation under the laws of the State of Washington, to be known as Edmonds Mutual Mill Company.

The business pursuit and enterprise for which this corporation is formed are and shall be:

To buy, own, operate that certain shingle mill property known as the A & C Mill located on the water-front at Edmonds, to buy, own, and sell timber, timber lands, logs, to cut and manufacture shingles; to buy, sell, and operate tug boats, log booms and the like; to own and operate logging camps, saw and shingle mills as to their operation in camps, and to do a general milling business.

Capital stock shall be \$25,000.00 and time of existence 50 years with its principal place of business at Edmonds, Washington, and the affairs shall be managed by a board of 5 trustees.

Ack. June 14th 1922, before O.L. Miller, Notary Public in and for Washington, residing at Edmonds, by all of the incorporators except G.G. French.

(Seal, Com. Ex. Nov. 16, 1925)

Inst. No. 79

Office No. 16

Oliver Hill,

Claimant

Notice of Claim of Lien

vs.

Dated ---

Edmonds Mutual Mill Co.

Filed Feb. 27, 1925, 3.19 P.M.

a corporation

Vol. 11 M.L. page 11

First party claims a lien of \$307.00 for labor performed at the request of R.H. Schiller, the manager of said corporation, commencing Oct. 23, 1924 and ending Feb. 23, 1925 upon the franchises, earnings, and all real and personal property belonging to the Edmonds Mutual Mill Co. a corporation, and also all logs and shingles now upon said premises or appurtenant to the said property, and including the shingle mill and accounts receivable situated in Edmonds, Snohomish County, Washington.

Oliver Hill

Appended is the affidavit of said Oliver Hill subscribed and sworn to Feb. 27, 1925 before E.C. Dailey, Notary Public in and for Washington, residing at Everett.

(Seal, Com. Ex. Jan. 27, 1928)

Inst. No. 80

Office No. 130

A & C Mill Co. a corporation
by F. M. Carpenter, President,
by R. H. Carpenter, his attorney,
in fact, Attest:
Ina Bettinger, Secretary

Mortgage

Dated Feb. 20, 1926

Filed Apr. 7, 1926, 2:26 P.M.

to

Vol. 153 Mtgs. page 132

The Irving Dougherty Co.

This mortgage secures the payment of thirteen hundred fifty dollars due -----evidenced by one certain promissory note of even date herewith, bearing interest at 8 per cent per annum until paid.

Mortgages lands in Snohomish County, Washington, described as:
Commencing at the intersection of the Westerly line of the right of way of the Seattle and Montana Railroad, now the Great Northern Railway with the South Line of lot 2, Sec. 23 Township 27 N.R. 3 E.W.M. and thence North 41° 00' East along said right of way line 450 feet as the true place of beginning, thence along said meander line North 51° 23' East 135.60 feet and North 39° 28' East 66.64 feet, thence North 49° 00' East to the point on the Westerly line of said Railroad right of way; thence South along the Westerly line of said right of way to the true point of beginning also, Commencing at the intersection of the Westerly line of the

139

Mtgs.--Page 132-2

right of way of the Seattle and Montana Railroad with the South line of lot 2, Section 23, Township 27 N.R. 3 E.W.M. thence North 41° 00' East along said right of way line 450 feet, thence North 49° 00' West to a point on the Government meander line which is the true point of beginning, thence along said meander line North 51°23' East 135.60--and North 39° 28' East 66.64--thence North 51°57' West 330.26 feet to a point on the inner harbor line; thence South 45°00' West along said inner harbor line 175.13 feet thence South 47°32' East 319.63 feet, more or less to the true point of beginning, containing 1.42 acres, more or less, according to the official map of Edmonds Tidelands, together with shingle mill thereon, including all sheds, kilns, etc.,

First party agrees to pay all taxes, assessments and insurance charges. On default in payment of principal or interest as provided by said note, said lands may be sold according to law.

(Corporate Seal)

Ack. Feb. 20 1926 before O. L. Miller, Notary Public in and for Washington, residing at Edmonds, by F. M. Carpenter, President, by R. H. Carpenter his attorney in fact, and Ina Bettinger, Secretary for said corporation, as its act and deed.

140
(Seal, Com. Ex. Nov. 16, 1929)

Inst. No. 81

Office No. 1036

F.M. Carpenter and Louez A.

General Power of Attorney

Carpenter, husband and wife,

Dated Dec. 27, 1922

to

Filed Feb. 16, 1923, 3.21 P.M.

Ray H. Carpenter

Vol. 7 P. of A. page 135

25¢ revenue stamps cancelled

First parties make, constitute and appoint the second party, their true and lawful attorney in their name, place and stead (among other powers) to grant, bargain, sell, convey, release, mortgage, and release from mortgages any lands of the first party, and to sign, acknowledge, execute and deliver any deeds, contracts, covenants, agreements and mortgages which the second party may deem proper.

Ack. Dec. 27, 1922, before James Burnham, Notary Public in and for the County of San Diego, State of California.

(Seal, Com. Ex. Nov. 19, 1926)

Inst. No. 52

Articles of Incorporation

Dated Apr. 18, 1922

of

Filed Apr. 18, 1922, 4.05 P.M.

Irving-Dougherty Company

File No. 2678

Recites that Joseph Irving and J.L. Dougherty citizens of the United States and State of Washington, have associated themselves together under the laws of the State of Washington in order to form a corporation to be known as Irving-Dougherty Company. Objects of said corporation are to buy, own, improve, lease let, manage, mortgage, sell and convey real property; to buy, own, pledge, mortgage, sell, transfer personal property, of any and all kinds; to purchase, own, lease, operate saw mills, shingle mills, planing mills, and do a general lumber and shingle business, and other powers.

Capital stock shall be \$25,000.00 with the term of existence 50 years, and its affairs managed by a board of two trustees, with the principal place of business at Everett, Washington.

ack. Apr. 18, 1922, before Robert Mulvihill, Notary Public in and for Washington, residing at Everett.

(Seal, Com. Ex. Dec. 22, 1922)

Inst. No. 83

Notice of Tax Lien Under Internal Revenue Laws

United States

Filed MAY 19 1925

vs.

at 1:30 P.M.

A. & C. Mill Co.

File No. 357133.

United States Internal Revenue

No. 412

District of Washington

May 18, 1925, 192

Pursuant to the provisions of Section 3186 of the Revised Statutes of the United States, as amended by Act March 4, 1913, (37 Stat., 1016), notice is hereby given that there have been assessed under the Internal Revenue Laws of the United States against the following-named taxpayer, taxes (including penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statute the amount of said taxes, together with interest, penalties and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer A. & C. Mill Co.,

Residence of place of business Edmonds, Washington,

Nature of tax Income

Taxable period Addition 1919, 192

Amount of tax assessed \$1,195.12

Additional (penalty) tax assessed \$ 356.15

Date assessment list received October 25, 1921

Burns Poe

Collector.

To 2 copies to auditor of Snohomish
County, Washington.

(Seal of Collector of)
(Internal Revenue)

sheet no. 143

Inst. No. 84

Certificate of Discharge of Tax
Lien Under Internal Revenue Laws.

United States

Filed AUG 18 1926 at 8:19 A.M.

to

File No. 386167

A. & C. Mill Co.

United States Internal Revenue,

No. 412.

District of Washington.

----- 192-

I hereby certify that the taxes below enumerated, heretofore assessed against the following-named person, firm or company, have been satisfied, together with all penalties, costs and interests; and that the lien for such taxes, penalties, etc., created by Section 3186 of the Revised Statutes of the United States, as amended by act March 4, 1913 (37 Stat., 1016), has thereby been discharged in full.

Name A. & C. Mill Co.

Residence, or place of business Edmonds, Wash.

Nature of tax Income

Taxable period 1919 19

Amount of tax assessed and satisfied \$1,551.27

Burns Poe

To 2 copies to auditor
of Snohomish County.

Collector

(Seal of Collector)
(of Internal Revenue)

85

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SNOHOMISH COUNTY

A & C MILL CO., a corporation

Plaintiff

No. 24768

vs.

EDMONDS MUTUAL MILL CO.,
a corporation,
Defendant

SUMMONS. FILED DEC 24 1926

COMPLAINT. FILED DEC 24 1926

Comes now the plaintiff and complains of the defendant
and for cause of action alleges:

I.

That at all times hereinafter mentioned the plaintiff was
and now is a corporation organized and existing under and by virtue
of the laws of the State of Washington, and has paid its annual
license fee last due.

II.

That the defendant is a corporation organized and existing
under and by virtue of the laws of the State of Washington.

III.

That on the 17th day of June, 1922, the plaintiff and the
defendant entered into a contract whereby the plaintiff contracted
to sell to the defendant a certain mill property in the Town of
Edmonds, said contract being in the words and figures as set
forth in "Exhibit A" hereto attached and made a part hereof.

IV.

That after the signing of the said contract the defendant
sheet no. 145

entered into the possession of said mill and has ever since remained in possession thereof. That in the spring of 1924 the defendant having had certain difficulties in making payments as provided for in said contract, an agreement was entered into to modify the terms of the said contract, said agreement being in writing in the words and figures as set forth in "Exhibit B" hereto attached and made a part hereof.

V.

That there has been paid on account of the principal of the obligation for the purpose of said mill the sum of \$8,451.06, leaving unpaid a balance of principal of \$15,548.94, the last payment having been made on the 29th day of June, 1926.

VI.

That by the terms of said modified contract there was to be paid upon the principal of said contract six cents (6¢) for each thousand of shingles manufactured in the said mill. That the last payment made to the plaintiff on account of the said cut was for the month of April, 1926. That the said mill was run for the month of May and until the 16th day of June -, during which time, according to a report made by the defendant to the plaintiff, there was cut in said mill, 9,418 M. of shingles. That at 6¢ per M. there would have been due on account of said cut the sum of \$565.08, no part of which has been paid.

VII.

That interest was due on said contract on the 15th day of sheet no. 146

December, 1926, and neither of said payments were made.

VIII.

That by said contract the purchaser agreed to pay the taxes upon the personal property and upon the real estate. That the real estate taxes have not been paid for the years 1923, 1924 and 1925 and the same are now delinquent. That payments of the amounts above enumerated have been demanded from the defendant but the same have not been paid. That the defendant herein threatens to remove a saw and certain other movable personal property from the said mill.

WHEREFORE the plaintiff prays the court as follows:

1. That the contract above described be forfeited and the interest of the defendant therein be terminated and the title of the plaintiff quieted as against the defendant.
2. That the defendant be enjoined from removing a certain saw or any of the other movable personal property belonging to the said mill.
3. That pending the trial of this action a temporary restraining order be entered restraining the defendant from so removing said personal property until a hearing can be had upon the question of entering a temporary injunction to stand until the trial of the case.
4. For such other and further relief as to the court shall seem just and proper.

Weter & Roberts

Attorneys for Plaintiff.

Subscribed and sworn to before F. M. Roberts Notary Public in and for Washington, residing at Seattle, by F. M. Carpenter, /on Dec. 23, 1926.
sheet no. 147 as President of Plaintiff

EXHIBIT A

"THIS AGREEMENT made and entered into this 17 day of June 1922 by and between A & C Mill Co., a corporation organized and existing under the laws of the State of Washington, party of the first part, and EDMONDS MUTUAL MILL CO., a corporation organized and existing under the laws of the State of Washington, party of the second part, WITNESSETH

That for and in consideration of the mutual agreements and undertakings hereinafter contained the first party will sell to the second party, and second party will purchase from the first party, the following described real and personal property on the following terms and conditions:

Commencing at the intersection of the westerly line of the right-of-way of the Seattle and Montana Railroad, now the Great Northern Railway, with the south line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. W.M. and thence north $41^{\circ} 00'$ East along said right-of-way line 450M feet as the true point of beginning; thence north $49^{\circ} 00'$ West to a point on the government meander line; thence along said meander line north $51^{\circ} 23'$ East 135.60 feet and North $39^{\circ} 28'$ East 66.64 feet; thence North $49^{\circ} 00'$ East to a point on the westerly line of said railroad right-of-way; thence south along the westerly line of said right-of-way to the true point of beginning, also

Commencing at the intersection of the westerly line of the right-of-way of the Seattle and Montana Railroad with the south line of lot 2, Sec. 23, Twp. 27 N. R. 3 E. of the W.M. thence North 41° sheet no. 148

00' East along said right-of-way line 450 feet; thence North 49° 00' West to a point on the government meander line which is the true point of beginning; thence along said meander line north 51° 23' east 135.60 feet and north 39° 28' east 66.64 feet; thence north 51° 57' west 330.26 feet to a point on the inner harbor line; thence south 45° 00' west along said inner harbor line 175.13 feet; thence south 47° 32' east 319.63 feet, more or less, to the true point of beginning, containing 1.42 acres more or less, according to the official map of Edmonds Tidelands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with shingle mill thereon, including all shed, kilns, and other buildings or structures on said lands; also all tools, machinery, engines and equipment of any kind contained in said buildings or structures or on said premises, it being the intention to include all property on said lands and premises used or useful in the operation of said shingle mill, or in any way appurtenant thereto.

The agreed purchase price of said property is twenty-four thousand dollars (\$24,000) payable as follows:

The second party will pay to the first party ten cent per thousand on the shingle cut of the mill until the entire purchase price is paid, provided, that there shall be a minimum payment of not less than four thousand dollars (\$4,000) per annum, including said payment of ten cents per thousand shingles. All deferred payments shall bear interest at the rate of six (6) per cent per annum, excepting on obligations now outstanding against the property amounting to twelve thousand dollars, (\$12,000) which is payable in sheet no. 149

accordance with the terms and agreements entered into by the A & C Mill Co. amounting to twelve thousand dollars (\$12,000) which shall bear interest at the rate of eight per cent (8%).

The second party agrees to keep an accurate talley of the number of thousand of shingles cut in the mill to which record the first party shall have access for the purpose of verifying its correctness and not later than the fifteenth day of each month the second party will pay to the first party ten cents per thousand on the shingle cut of the mill for the preceding month, provided, however, that said shingle mill shall be operated regularly and dilligently, but any cessation due to unavoidable accident or the act of God shall not be ground of forfeiture, nor any cessation due to such conditions that shingle mills generally in Western Washington shall be closed.

The second party hereby covenants and agrees within 90 days from the date hereof to raise and provide an operating fund of not less than five thousand dollars (\$5,000) with which to purchase logs and finance the cost of carrying the manufactured stock and the book accounts. This fund shall not be used for any other purpose than the purchase of logs or the payment of the cost of carrying the manufactured stock and the book accounts, and shall be available at all times either in cash, logs, manufactured shingles or book accounts. This fund shall be placed on deposit in the EDMONDS STATE BANK, and the operation of the mill may be commenced by the second party when said sum of five thousand dollars (\$5,000) or when such portion of said operating fund as the first party and said bank shall deem to be sufficient.

sheet no. 150

ficient has been deposited in said bank. In case said first party and said bank decide that a sum less than Five Thousand Dollars (\$5000) is sufficient with which to commence operations, second party covenants and agrees to make up the difference between said sum decided on and the sum of Five Thousand Dollars (\$5,000) within such time as shall be fixed by both parties and the bank by raising and providing additional cash, or by arranging with the working stockholders to apply a substantial portion of their wages for that purpose. The second party further covenants and agrees that after said operation fund of said Five Thousand Dollars (\$5,000) is provided and deposited it will increase said sum to Eight Thousand Dollars (\$8,000) as soon as possible by raising and providing additional cash, or by making arrangements with the working stockholders to apply a substantial portion of their wages for that purpose. The title of said operating fund shall at all times be in party of the first part, whether it is in cash or has been converted into logs, shingles or book accounts.

Second party agrees to pay all taxes or assessments levied or assessed against said property subsequent to the date hereof at the time the same shall become due and payable, also to keep said property insured in a responsible insurance company for a sum equal to the deferred payments, with loss, if any, payable to the first party as its interest may appear. All taxes and insurance premiums to be adjusted pro rata, as of date of this instrument.

First party agrees to convey said property at warranty deed
 sheet no. 151

and bill of sale warranting title when the purchase price has been fully paid.

Time is of the essence of this contract, and in case of the failure of the second party to make either of the payments or perform any of the covenants on its part, this contract shall be forfeited and determined at the election of the first party; and second party shall forfeit all payments made on this contract, and said operating fund and all rights acquired hereunder, and such payments and said operating fund shall be retained by the first party as liquidated damages, and it shall have the right to re-enter and take possession of said lands and premises.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized, and their corporate seals to be affixed the day and year first above written.

A & C MILL CO.

By F. M. Carpenter
Its President

And Ina Bettinger Its Secretary

EDMONDS MUTUAL MILL CO.

Witness:

O. L. Miller

By Joseph D. Schuster
Its President

Oscar McGill

And Fred M. Belden --

(Acknowledged June 17, 1922, before O. L. Miller, Notary Public in and for Washington, residing at Seattle, by said officers for said A & C Mill Co.)

sheet no. 152

(Acknowledged June 17th 1922, before O.L. Miller, Notary Public in and for the State of Washington, residing at Seattle, by Joseph D. Schuster and Fred M. Belden as president and secretary of said corporation, the EDMONDS MUTUAL MILL CO.)

EXHIBIT B.

"A MUTUAL AGREEMENT TO MODIFY A CONTRACT HEREINAFTER DESCRIBED.

FOR AN- IN CONSIDERATION of mutual benefits to be derived by both parties hereto from this agreement, we, the undersigned, parties to that certain contract made on the 17th day of June, 1922 by and between A & C Mill Company, a corporation, and the Edmonds Mutual Mill Company, a corporation, have agreed to modify paragraph six (6), page two (2) of said contract to read as follows:

"The second party will pay the first party six (6) cents (instead of ten (10) cents) per thousand on the shingle cut of the mill until the entire purchase price is paid, Provided, that there shall be a minimum payment of not less than Two Thousand five hundred (2500.00) Dollars per annum, including said payment of six (6) cents per thousand shingle cut. All deferred payments shall bear interest at the rate of six (6) per cent. per annum, excepting on obligations now out standing against the property, amounting to twelve thousand dollars (\$12,000.00) which is payable in accordance with the terms and agreements entered into by the A & C Miller Company, amounting to Twelve Thousand Dollars (\$12,000.00), which shall bear interest at the rate of either per cent. This contract to be in force as of the 1st day of May, 1924.

IN WITNESS WHEREOF, we have hereunto signed our names this sheet no. 153

23rd day of May, 1924.

A & C MILL COMPANY

By F M Carpenter Present

Ina L Bettinger Secretary

Witness,

Myrtle S. Belden

EDMONDS MUTUAL MILL COMPANY

By R H Schiller Present

By H. M. Bigelow Secretary

AFFIDAVIT FOR TEMPORARY RESTRAINING ORDER. FILED DEC. 24 1926

STATE OF WASHINGTON:

:ss.

COUNTY OF KING :

R. H. Carpenter, being first duly sworn, on oath deposes and says: That he is the treasurer of the plaintiff; that during the time the defendant has been in possession of the mill property in litigation herein certain tools, machinery and saws have been replaced in the said mill and that the same constitute an integral part of the mill as a going concern; that amongst said articles is a cut-off saw which was purchased by the defendant and is now on the saw arbor in the said mill. That your affiant has been informed that certain officers or stockholders of the defendant have threatened to remove said saw and certain other personal property if the contract for said mill should be forfeited.

That this affidavit is made as the basis for a temporary restraining order to prevent the defendant from so removing said personal property.

R. H. Carpenter.

Subscribed and sworn to on Dec. 23rd, 1926, before F. M. Roberts,
Notary Public in and for Washington, residing at Seattle.

sheet no. 154

TEMPORARY RESTRAINING ORDER. FILED DEC. 24 1926

This cause having come on for hearing on the petition of the plaintiff for a temporary restraining order, restraining the defendant from removing a certain cut-off saw now on the arbor of said mill and any other personal property constituting the equipment of said mill;

NOW THEREFORE, it is hereby ORDERED that the defendant be restrained from removing the cut-off saw now on the saw arbor of said mill and from removing any other saws or personal property appurtenant to the said mill until such time as a hearing may be had on the question of continuing this restraining order until the time of trial; and it is further ORDERED that a hearing be had in this court upon the 3d day of Jan. 1927 at the hour of 9:30 in Department No. 2 upon the question of whether this order should not stand until the trial of this cause; and it is further ORDERED that this restraining order shall not be effective until there shall be filed in court a bond in the sum of \$500.00 to be approved by the court; and it is further ORDERED that service of this restraining order shall be made by the Sheriff of Snohomish County serving a copy hereof, certified by the attorneys for the plaintiff to be a true and correct copy.

Done in open court this 24th day of December, 1926

Guy C. Alston

JUDGE.

BOND. FILED DEC 24 1926

(Said bond is a surety bond in the sum of \$500.00)
sheet no. 155

RETURN ON CORPORATION. FILED JAN 3 1927

STATE OF WASHINGTON,)
) ss.
 County of Snohomish,)

I, JAMES McCULLOCH, Sheriff of Snohomish County, Washington, do hereby certify that I received the annexed Summons, Temporary Restraining Order on the 24th day of December, 1926, and on the 28th day of December, 1926, I duly served the same on Edmonds Mutual Mill Co., a corp. it being a corporation and a defendant named therein by delivering to and leaving with R. W. Hyner personally, at Edmonds in said County, he being the president of said corporation, a true copy thereof, together with a true copy of the complaint in said action.

Dated at Everett, this 28th day of December, 1926

JAMES McCULLOCH
 Sheriff of Snohomish County, Washington

By M. W. Waller
 Deputy

Sheriff's Fees: Total \$4.40.

ORDER. FILED JAN 5 1927

This cause having come regularly on for hearing this date on an order to show cause why the Temporary Restraining Order heretofore issued by this court should not remain in full force and effect during the pendency of this action, plaintiff being represented by its attorneys, Weter & Roberts and the defendant being represented by its attorney, Alex Vierhus and upon stipulation of counsel it is

ORDERED that the Temporary Restraining Order heretofore issued by this court in the above cause on the 24th day of December, 1926, be and the same is hereby continued in full force and effect during the pendency of this action and until further order of this court. Done in open court this 5th day of January, 1927. Ralph C Bell
 sheet no. 156 Judge.

FINDINGS OF FACT AND CONCLUSIONS OF LAW. FILED FEB 7 1927

This cause having come on regularly for hearing in open court on the 7th day of February, 1927; the plaintiff being represented by its attorneys, Weter & Roberts, and the defendant being represented by its attorney, Alex. McK. Vierhus; the Court having heard the testimony and being fully advised in the premises, makes the following:

FINDINGS OF FACT.

1.

That at all times hereinafter mentioned the plaintiff was, and now is, a corporation organized and existing under and by virtue of the laws of the State of Washington, and has paid its last annual license fee due said state.

11.

That the defendant is a corporation organized and existing under and by virtue of the laws of the State of Washington.

111.

That on the 17th day of June, 1922, the plaintiff and defendant--into a certain contract whereby the plaintiff agreed to sell and the defendant agreed to buy a certain mill property situated in the Town of Edmonds, including all tools and equipment contained therein or used in connection therewith; that a true copy of said contract is attached to the complaint herein and is marked "Exhibit A".

IV.

That the property referred to in said contract is described as follows:

Commencing at the intersection of the westerly line of the sheet no. 157

right-of-way of the Seattle and Montana Railroad, now the Great Northern Railway, with the south line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. W.M. and thence north $41^{\circ} 00'$ East along said right-of-way line 450 feet as the true point of beginning; thence north $49^{\circ} 00'$ west to a point on the government meander line; thence along said meander line north $51^{\circ} 23'$ East 135.60 feet and North $39^{\circ} 28'$ east 66.64 feet; thence north $49^{\circ} 00'$ east to a point on the westerly line of said railroad right-of-way; thence south along the westerly line of said right-of-way to the true point of beginning, Also

Commencing at the intersection of the westerly line of the right-of-way of the Seattle and Montana Railroad with the south line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. of the W.M. thence North $41^{\circ} 00'$ East along said right-of-way line 450 feet; thence North $49^{\circ} 00'$ west to a point on the government meander line which is the true point of beginning; thence along said meander line north $51^{\circ} 23'$ east 135.60 feet and north $39^{\circ} 28'$ east 66.64 feet; thence north $51^{\circ} 57'$ west 330.25 feet to a point on the inner harbor line; thence south $45^{\circ} 00'$ west along said inner harbor line 175.13 feet; thence south $47^{\circ} 32'$ east 319.63 feet, more or less, to the true point of beginning, containing 1.42 acres, more or less, according to the official map of Edmonds Tidelands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with shingle mill thereon, including all shed, kilns, and other buildings or structures on said lands; also all tools, machinery, engines and equipment of any kind contained in said buildings or structures or on said premises it being the intention to include all property on said lands and premises used or useful in the operation of said shingle mill, or
sheet no. 158

24788--13
in any way appurtenant thereto.

V.

That after the signing of said contract the defendant entered into the possession of said mill and has ever since remained in possession thereof. That in the spring of 1924, the defendant having had certain difficulties in making payments as provided in said contract, an agreement was entered into between plaintiff and defendant modifying the terms of said contract of the 17th day of June, 1922; that a true copy of said agreement of 1924 is attached to the complaint herein and is marked "Exhibit B".

VI.

That the sum of \$8,451.06 has been paid on the principal of the obligation for the purchase of said mill, leaving a balance due and unpaid in the sum of \$15,548.94; that the last payment was made on the 29th day of June, 1926.

VII.

That by the terms of said modified contract there was to be paid upon the principal of said contract six cents (6¢) for each thousand of shingles cut in said mill. That the last payment made to plaintiff on account of said cut was for the month of April, 1926. That said mill was operated during the month of May and until the 16th day of June of said year, during which period, according to a report made by defendant to plaintiff, there was cut in said mill, 9,418 M. of shingles. That at six cents (6¢) per thousand there would have been due plaintiff the sum of \$565.08 and said sum was so due, but that no part thereof has been paid.

VIII.

That the interest on said contract obligation was due on sheet no. 154

the 15th day of September and again on the 15th day of December, 1926, but that neither of said payments were made.

IX.

That by the terms of said contract defendant was obligated to pay all taxes upon both real and personal property. That the taxes upon real property for the years 1923, 1924 and 1925, have not been paid and are now long delinquent, although demand has been made upon defendant for their payment.

X.

That at the time the within action was brought the defendant was threatening to remove a certain saw and other personal property from said mill. That upon plaintiff's request an Order duly issued out of this court restraining defendant from removing the forementioned personal property from said mill; and upon order of the court, plaintiff filed a surety bond in the sum of Five Hundred Dollars.

XI.

That the personal property mentioned in Paragraph X hereof has at all times been, and is now, part of the property covered by said contract and belongs to the owner of said mill.

Done in open court this 7th day of February, 1927.

Guy C Alston

JUDGE.

From the foregoing FINDINGS OF FACT the Court makes the following: CONCLUSIONS OF LAW.

1. That the for-described contracts should be forfeited and the interest of the defendant therein terminated.

sheet no. 160

2. That the title of plaintiff in and to the real and personal property described in said contracts, and particularly in and to the personal property property which defendant had threatened to remove from said mill at the time of the bringing of this action, should be quieted as against the defendant.

3. That the restraining order herein should be dissolved and the bondsmen therefor exonerated.

4. That the plaintiff should recover its costs and disbursements herein.

Done in open court this 7th day of February, 1927.

Guy C. Alston

JUDGE.

O K as to form

Alex M Vierhus

Atty for deft.

DECREE FILED FEB 7 1927

This cause having come on regularly for hearing in open court on the 7th day of February, 1927; the plaintiff being represented by its attorneys, Weter & Roberts, and the defendant being represented by its attorney, Alex. McK. Vierhus; the Court having heard the evidence, and having heretofore made and entered its Findings of Fact and Conclusions of Law, and being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the contract between the parties hereto for the purchase of that certain mill property in the Town of Edmonds, a copy of which contract is attached to the complaint herein and marked "Exhibit A" and the agreement modifying said contract, a copy of which is like-sheet no. 161

wise attached to the complaint herein and is marked "Exhibit B", are hereby declared, and are, forfeited and all interest of the defendant therein is hereby terminated.

2. That the title of plaintiff in and to the real and personal property described in or referred to in said contracts, and, more specifically, the title of plaintiff in and to that certain saw and other personal property claimed by defendant and mentioned in the complaint herein, is hereby quieted as against the defendant. That the property referred to in said contracts is described as follows:

"Commencing at the intersection of the westerly line of the right-of-way of the Seattle and Montana Railroad, now the Great Northern Railway, with the south line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. W.M. and thence north $41^{\circ} 00'$ East along said right-of-way line 450M feet as the true point of beginning; thence north $49^{\circ} 00'$ west to a point on the government meander line; thence along said meander line north $51^{\circ} 23'$ East 135.60 feet and North $39^{\circ} 28'$ east 66.64 feet; thence North $49^{\circ} 00'$ east to a point on the westerly line of said railroad right-of-way; thence south along the westerly line of said right-of-way to the true point of beginning, also

Commencing at the intersection of the westerly line of the right-of-way of the Seattle and Montana Railroad with the south line of Lot 2, Sec. 23, Twp. 27 N. R. 3 E. of W.M., thence North $41^{\circ} 00'$ East along said right-of-way line 450 feet; thence North $49^{\circ} 00'$ West to a point on the government meander line which is the true point of beginning; thence along said meander line north $51^{\circ} 23'$ east 135.60 feet and north $39^{\circ} 28'$ east 66.64 feet; thence
sheet no. 162

north 51° 57' west 330.26 feet to a point on the inner harbor line; thence south 45° 00' west along said inner harbor line 175.13 feet; thence south 47° 32' east 319.63 feet, more or less, to the true point of beginning, containing 1.42 acres, more or less, according to the official map of Edmonds Tidelands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with shingle mill thereon, including all sheds, kilns, and other buildings or structures on said lands, also all tools, machinery, engines, and equipment of any kind contained in said buildings or structures or on said premises, it being the intention to include all property on said lands and premises used or useful in the operation of said shingle mill, or in any way appurtenant thereto."

3. That the restraining order herein is hereby dissolved and the bondsmen therefor are hereby exonerated.

4. That the plaintiff recover its costs and disbursements herein.

Done in open court this 7th day of February, 1927.

Guy C. Alston

Judge.

O.K. as to form

Alex M Vierhus

Atty for' deft.

---Certificate of Continuation---

We hereby certify that we have added to the foregoing abstract of title instruments numbered 76-76A to 85 consisting of 32 sheets and the same shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County, affecting the title to the following described real property, to-wit:

Commencing at a corner on the West boundary line of the Seattle & Montana Railway (now the Great Northern Railway) where the same intersects the South boundary line of Lot 2 Section 23, Township 27 North of Range 3 East W.M. thence north along the said West boundary line for 450 feet to the true point of beginning, thence North along said boundary line 200 feet, thence North 49° West to the Government meander line, thence southerly along the said meander line to a point which bears North 49° West from the true point of beginning, thence Easterly to the true point of beginning, and all the tide lands lying in front of and adjacent to the above described tract, situated in Snohomish County, State of Washington.

Except any and all public highways, or railroad right of ways, if any there be, now located over and across said above described premises.

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to the said property, as shown by the judgment indices of the Superior Court of the State of Washington, in and for Snohomish County, since June 20th 1922 at 8 o'clock A.M. to date of this certificate.

We further certify that there are no taxes coming due on said premises, or unredeemed salesthereof for delinquent taxes shown by the official tax rolls of said County in the office of the Treasurer thereof, since June 20th 1922 at 8 o'clock A.M. to date of this certificate. Except taxes for the year 1923, 72.00; 1924, 79.10; 1925, 82.60; and interest on such sums; also except for 1926, 72.73. Except taxes on Tide lands for 1923, 16.40; 1924, 16.21; 1925, 16.93 and interest on such sums. Also except taxes for 1926 on said tide lands being 16.56. Also except personal taxes for 1926 against Edmonds Mutual Mill Co. being 3301.38. Taxes shown in preceding certificate are paid. All since the date of the last preceding certificate, to-wit: June 20th 1922 at 8 o'clock A.M.---- to and including this eighth (8) day of February, nineteen hundred twenty-seven (1927) at eight (8) o'clock A.M.

ANDERSON GUARANTEE ABSTRACT CO.

By *Theodore Anderson*

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Page 46

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all

will
Quincy Hy Co
of Astoria

ABSTRACT OF TITLE

TO
Hawley "Tract"
West of Ry in Lot
2 Section 23
Twp 27 N
R 9 E, 2m.

Snohomish County, Wash.

MADE FOR
H. H. Hawley

BY
ANDERSON GUARANTEE ABSTRACT CO.

STOKES BLOCK
Corner Hewitt and Wetmore Avenues
EVERETT, WASH.

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